



Transcript of the Testimony of:

**Cemil Hope**

Warner

v.

Toyota Motor Sales, USA, Inc.

April 12, 2017

Volume I

Cemil Hope

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IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

- - -

BRIAN WARNER, et al.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	No. 2:15-cv-02171-
	)	FMO- (FFMx)
TOYOTA MOTOR SALES, U.S.A., Inc.,	)	
	)	
Defendants.	)	
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DEPOSITION OF CEMIL HOPE  
NOVATO, CALIFORNIA  
APRIL 12, 2017

REPORTED BY: MICHELLE D. BARBANTE, CSR  
Certified Shorthand Reporter  
License No. 12601

Cemil Hope

April 12, 2017

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I N D E X

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EXHIBITS MARKED FOR IDENTIFICATION

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(Exhibits attached to the transcript.)

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1 NOVATO, CALIFORNIA; WEDNESDAY, APRIL 12, 2017;

2 8:59 A.M.

3

4 CEMIL HOPE,

5 having first been duly sworn, was

6 examined and testified as follows:

7

8 EXAMINATION

9 BY MR. O'REARDON:

10 Q. Good morning, Mr. Hope. We met briefly off  
11 the record. My name is Tommy O'Reardon. I represent  
12 the plaintiffs in a class in two lawsuits against  
13 Toyota. One's in California, and one's in Arkansas.

14 Mr. Salter is appearing by phone today from  
15 his home or his office in Hawaii. Also present is  
16 counsel for Toyota, David Chang, correct?

17 MR. CHANG: Yes.

18 BY MR. O'REARDON:

19 Q. You might be familiar with these rules. Your  
20 attorney might have gone through them with you, but I'll  
21 just go through them real quick.

22 You understand you're giving testimony under  
23 oath here, today?

24 A. Mm-hm. Yes.

25 Q. And you understand you are to testify

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1 truthfully and to the best of your ability?

2 A. Yes.

3 Q. Is there any reason, medical or otherwise,  
4 that you can't give your best testimony?

5 A. Nope.

6 Q. Have you had your deposition taken before?

7 A. No.

8 Q. The court reporter is going to be transcribing  
9 my questions and your answers. She has a very difficult  
10 job, so one of the ways we can help make it easier for  
11 her is to try not to talk over one another. Fair  
12 enough?

13 A. Sure.

14 Q. You'll be anticipating the end of my questions  
15 before I finish them, I guarantee you that. Just give  
16 me the opportunity to finish my question, and I'll give  
17 you the opportunity to finish your answer, but let's try  
18 not to talk over one another.

19 A. Sure.

20 Q. It's also important, because she's  
21 transcribing everything we say, that you answer audibly  
22 if the question calls for a "yes" or "no." Rather than  
23 a head nod, if you can say "yes" or "no," please.

24 A. Yes.

25 Q. If at any point you want to take a break, by

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1 all means, let's do that.

2 A. Sure.

3 Q. At the very least, we'll take a break about  
4 once an hour. The one exception is, if a question is  
5 pending, just go ahead and answer that question, and  
6 then we can take a break afterwards, fair enough?

7 A. Yes.

8 Q. At times your attorney will be making various  
9 objections. Unless he specifically instructs you not to  
10 answer, he's just making them for the record, and you  
11 can go ahead and answer after he's done making his  
12 objections. Fair enough?

13 A. Yes.

14 Q. Please state and spell your full name for the  
15 record?

16 A. Cemil Sume Hope, C-e-m-i-l. Middle name Sume,  
17 S-u-m-e. Last name Hope, H-u -- H-o-p-e.

18 Q. And the first thing I'm going to have you do  
19 is, I've got a preprinted form here with First Name,  
20 Last Name, Address, City, State, ZIP, Dated and  
21 Signature. I'll just have you fill it out, and we'll  
22 mark this as Exhibit 1 to the deposition.

23 (Exhibit 1 was marked for identification.)

24 BY MR. O'REARDON:

25 Q. Great. Thank you.

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1 Mr. Hope, have you gone, ever, by any other  
2 name?

3 A. Not first name, no.

4 Q. Are you married?

5 A. I am.

6 Q. Okay. What's your wife -- wife's name?

7 A. Jennifer.

8 Q. Who is your current employer?

9 A. I'm self-employed.

10 Q. Okay. What's the name of your business?

11 A. Hopebuilt.

12 Q. Is that one or two words?

13 A. One word.

14 Q. And what does Hopebuilt do?

15 A. We manufacture casework and cabinetry.

16 Millwork.

17 Q. Are you the sole owner of that business?

18 A. Well, no. I was, but we just incorporated,  
19 and now I'm the president, so I guess technically I'm  
20 not self-employed anymore. I have to remember that.  
21 It's just recent, so --

22 Q. Are there any co-owners of Hopebuilt?

23 A. Yes.

24 Q. Okay. Who else is an owner?

25 A. Mark Morrison.



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1 Q. Anyone else?

2 A. Um...

3 Q. Other than yourself?

4 A. No.

5 Q. What is your office address?

6 A. 429 1st Street, Petaluma, California 94952.

7 Q. Do you own any other businesses other than  
8 Hopebuilt?

9 A. No.

10 Q. For how long have you had Hopebuilt,  
11 approximately?

12 A. Well, in its current form, as a corporation,  
13 it's been three months.

14 Q. And then prior to that, before it was  
15 incorporated, when you were still the owner of it before  
16 it was incorporated?

17 A. Well, it was Hope Builders & Cabinetry prior,  
18 and that was for about 15 years.

19 Q. And what is your approximate annual salary?

20 A. Approximate would be between 80- and 100,000.

21 Q. Do you own a Toyota vehicle?

22 A. I do.

23 Q. What Toyota vehicle do you own?

24 A. 2009 Toyota Tacoma.

25 Q. Do you own any other Toyota vehicles?

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1 A. Not currently.

2 Q. Is it your name listed on the title?

3 A. True.

4 Q. Is your wife also listed on the title?

5 A. I don't believe so.

6 Q. When did you buy your 2009 Toyota Tacoma?

7 A. We bought it in 2012 I believe.

8 Q. Where did you buy it from?

9 A. Toyota Marin.

10 Q. Do you remember approximately what you paid  
11 for the 2009 Tacoma that you own?

12 A. About 22,000, before tax and license and all  
13 that.

14 Q. Other than the 2009 Tacoma that you currently  
15 own, have you ever owned, pardon me, any other Toyota  
16 vehicles?

17 A. Yes.

18 Q. What other Toyotas have you owned?

19 A. I think that would be a long list. I've had  
20 probably at least half a dozen prior.

21 Q. What models?

22 A. Mostly Tacoma. Or I would say trucks. I  
23 don't know. They weren't always called Tacomas, but  
24 yeah, either, you know, a pickup or Tacoma and -- I'm  
25 just trying to think of -- yeah, for a short period, a

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1 Prius. Yeah, I think that's pretty much it. We had a  
2 Scion, but technically maybe not a Toyota.

3 Q. Did any of those other Toyota vehicles, are  
4 you sure that any of them were Tacomas?

5 A. Yeah, two of them.

6 Q. Okay. Do you know what year they were?

7 A. I think the first one would have been a --  
8 probably a -- a 2000, like, either a '99 or 2000, just a  
9 king cab. And the second one would have been a 2001, I  
10 believe, crew cab, a four-door. The first year it came  
11 out.

12 Q. How old were you when you got your first  
13 Toyota, approximately?

14 A. Twenty-four.

15 Q. Okay. How old are you now?

16 A. Forty-six.

17 Q. Back to your 2009 -- strike that.

18 Have you owned a Toyota Tundra?

19 A. Nope.

20 Q. Toyota Sequoia. Have you owned a Toyota  
21 Sequoia?

22 A. No.

23 Q. Back to your 2009 Tacoma. Approximately how  
24 many miles were on it when you purchased it?

25 A. Almost 100,000.

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1 Q. Approximately how many miles are on your  
2 2009 Tacoma today?

3 A. I believe it's 140,000.

4 Q. Is it your practice to bring it in for  
5 scheduled maintenance?

6 A. Not scheduled, per se, but I would say  
7 routine.

8 Q. Since the time you've owned the 2009 Tacoma,  
9 you brought it in approximately 2012, how many times  
10 have you brought it in for maintenance would you say?

11 A. I honestly couldn't tell you.

12 Q. Have you brought it in at all for maintenance?

13 A. Yeah. Yeah. I would -- that I remember,  
14 twice.

15 Q. Was that particular issues that caused you to  
16 bring it in or was it just routine scheduled  
17 maintenance?

18 A. Yeah, one was -- I know that one was  
19 scheduled, and the other was -- was a recall of the, I  
20 believe the leaf spring recall, and, you know, they gave  
21 it a -- an inspection as well at the time. That was  
22 more recent.

23 Q. Did the fix for that -- strike that.

24 What -- what Toyota did with respect to that  
25 recall for the leaf spring you believe, do you believe

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1 that fixed whatever the issue was?

2 A. In theory, so they said, so I trusted that.

3 Q. You don't have any reason to disbelieve them,  
4 right?

5 A. No. Not in that case, no.

6 Q. Who typically changes the oil on your car; do  
7 you do it yourself or do you take it somewhere?

8 A. I usually take it to a Chevron. I don't know  
9 if it's called Oil Changers or -- you know, basically a  
10 drive-through oil change.

11 Q. So you don't bring it in to the Toyota dealer  
12 to change the oil?

13 A. Not for an oil change, no.

14 Q. You've owned about six Toyotas. Fair to say  
15 that you like Toyota in general?

16 A. Yes.

17 Q. You've been happy with your other Toyotas and  
18 that's why you continue to buy Toyota, I assume?

19 A. Extremely, yes.

20 Q. So why did you buy -- other than just being  
21 happy with Toyota in general, why did you buy the  
22 2009 Tacoma?

23 A. Well, in that moment, we actually went to the  
24 dealership to buy a different car, and that car had just  
25 come on the lot. It was a trade-in, I believe, and it

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1 was -- it looked like a nice truck for a decent price,  
2 so in that moment, I -- you know, I didn't go with the  
3 intention to buy it, but was happy I did.

4 Q. Were you planning to buy another Tacoma?

5 A. Not that day, no.

6 Q. Did you have an intention on buying a  
7 particular model when you went to the dealer that day?

8 A. We were looking at used vehicles, and in  
9 particular we had gone that day, I forget what the make  
10 or model was, but to look at a different car, not even a  
11 Toyota. I don't think.

12 Q. What do you believe your role is in this case?

13 A. I believe for me the -- the general word is  
14 fairness, a fair settlement, and yeah, that -- that's  
15 -- that basically sums it up.

16 Q. What do you mean by a fair settlement?

17 A. I -- this settlement, the way it's structured,  
18 seems very broad and very vague. And I have the  
19 intention of selling my truck at some point in the  
20 not-too-distant future, I intended to prior to this, and  
21 I -- it's very unclear to me that -- what -- how this  
22 would in this case benefit me or help me in some -- in  
23 -- in some way, and not hinder me in the sale of my  
24 truck. And yeah, so that's -- that's generally what I  
25 mean by that.

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1 Q. Okay. Anything else that you mean by a fair  
2 settlement?

3 A. Not in the moment, no.

4 Q. Why do you intend to sell your Tacoma?

5 A. Well, I -- it's not serving me in the way that  
6 it has in the past. I just -- it's -- it's too small,  
7 basically too limiting. I mean, I'd be looking at  
8 something other than a truck, basically.

9 Q. Any other reason other than it's too small  
10 that you intend to sell your 2009 Tacoma?

11 A. And I'm looking -- I'd be looking for  
12 something that's more fuel efficient.

13 Q. Any other reason why you intend to sell your  
14 Tacoma?

15 A. Nope. Or no.

16 Q. Nope works.

17 When did you decide you wanted to sell your  
18 Tacoma?

19 A. I think probably started thinking about it  
20 last year around September. September/October.

21 Q. September or October of 2016?

22 A. Correct.

23 Q. And was there an event that triggered this  
24 thought that you might sell your Tacoma?

25 A. Purchasing another vehicle for my wife.

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1 MR. O'REARDON: Let's go off the record.

2 (Recess taken.)

3 THE WITNESS: So I think I was --

4 BY MR. O'REARDON:

5 Q. So I was -- sorry. So what I was asking you,  
6 if there was something in September or October of 2016  
7 that caused you to think you might sell your Tacoma?

8 A. Yeah, we purchased the second Mercedes  
9 Sprinter that we -- I have another one that I've had for  
10 about ten years, and we purchased a second one for the  
11 family, and it's -- yeah, it's just very spacious and  
12 appropriate for the kind of work I do, so --

13 Q. So you currently own, between you and your  
14 wife, two Mercedes Sprinters and a Toyota Tacoma. Any  
15 other cars?

16 A. Yes. We have a Mazda3, 2014.

17 Q. What year are the Sprinters?

18 A. 2006. And technically it's a Dodge Sprinter,  
19 because in that year, it was sold as a Dodge.

20 Q. Oh.

21 A. So it's a 2006, and then the other is a  
22 2016 Mercedes.

23 Q. So there are four cars between you and your  
24 wife; is that right?

25 A. Yeah. Technically, the other Sprinter is for



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1 work, so it stays at the shop, so it's a work vehicle.

2 So we have three vehicles at home.

3 Q. Is there a reason you haven't tried to sell  
4 your Tacoma since you had in your mind that you wanted  
5 to in September 2016 or so?

6 A. Yeah, I just wasn't -- I'm not ready yet. You  
7 know, if I -- say when I get another vehicle, it will  
8 probably be more towards the end of the year.

9 Q. And you said it's unclear how this settlement  
10 would help and not hinder you in selling your Toyota.  
11 What do you mean by that?

12 A. Well, I -- I guess when I first saw the  
13 settlement, you know, the first thing that occurred to  
14 me was, you know -- you know, if, for whatever reason,  
15 it's deemed, you know, not worthy or -- of a, you know,  
16 of a replacement or, you know, whatever the condition  
17 is, I'm not sure. But, you know, if that were the case,  
18 and then I, you know, was to sell it or try to sell it  
19 and this came up, you know, would that be a negative?

20 Would somebody say, "Well, you know, how do  
21 you know it shouldn't have been replaced," or -- so it  
22 just -- it felt very -- yeah, it just felt like, you  
23 know, if that were the case that, you know, and this was  
24 settled and maybe I wouldn't have any repercussion.  
25 Maybe I couldn't -- what if I lost money on the sale?

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1 You know, so that -- you know, just those questions came  
2 up. And I wasn't, I guess, prepared to just sit with  
3 that. You know, accept that.

4 Q. What do you think the odds are that you'll try  
5 to sell your Tacoma within the next year?

6 A. I would say they're very high. I would say at  
7 least 80 to 90 percent.

8 Q. Do you know what the Kelley Blue Book value is  
9 on your Tacoma right now?

10 A. It varied depending on condition, but I've  
11 only looked it up maybe once awhile back, and I think  
12 it's somewhere in the range, depending on condition, 16  
13 to even 20 plus.

14 Q. If you listed it today, would you know what to  
15 list it for?

16 A. I wouldn't say exactly. I mean, I would have  
17 to -- it's been -- like I said, it's been awhile. I  
18 think I first looked at that or only looked at that once  
19 maybe four or five months ago, and to be honest, I just  
20 don't remember what the parameters were. And so, I  
21 mean, I would say, you know, probably minimum starting  
22 would be 18, 19, something like that.

23 Q. What do you believe the settlement provides?

24 A. I'm sorry?

25 Q. Do you know what the settlement provides for

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1 class members in this case?

2 A. That wasn't clear.

3 Q. Do you know anything that the settlement  
4 provides for class members?

5 A. I do. Well, I mean, from what I read, there  
6 was, I guess, recall or warranty replacement of frame  
7 and inspection and replacement. I wasn't aware of any  
8 specific dollar amounts.

9 Q. What do you mean by "specific dollar amounts"?

10 A. That I saw in the settlement, it didn't seem  
11 that there was a specific -- well, there wasn't -- it  
12 wasn't clear to me that there was any -- I don't know  
13 how to say it -- any, I guess, compensation for what all  
14 of this might entail.

15 And again, like, if there was -- you know, if  
16 I couldn't get the value of the vehicle, for whatever  
17 reason, you know, it -- it just -- it was too -- it felt  
18 too broad and too vague. There wasn't enough, I guess,  
19 specificity in terms of, you know, monetary value. And  
20 I'm not sure what that would be.

21 Q. That was going to be my next question. What  
22 do you think the settlement should provide?

23 A. Well, I -- I mean, that might be a per-case  
24 basis, and that was part of the -- the feeling of this  
25 wasn't fair in that it seemed too -- it was so

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1 specific -- well, it was specific to the replacement,  
2 but there didn't seem to be, that I could tell, an  
3 indication of some other value or otherwise. I'm kind  
4 of -- I'm not exactly sure how to phrase it, so the gist  
5 of it is that I don't want to lose money, and it wasn't  
6 clear to me that that wouldn't happen.

7 Q. And by "lose money," you mean lose money on  
8 the eventual of your Tacoma?

9 A. Correct.

10 Q. When you try to sell your Tacoma eventually?

11 A. Correct.

12 Q. And if you didn't lose any money on your  
13 eventual sale of your Tacoma, would you have any  
14 complaints about the settlement?

15 A. Well, I mean, on a broader scale, it seemed  
16 that the settlement was, I don't know, preemptive on  
17 some level in that it didn't seem that it would allow --  
18 like, if I didn't find this out when I did, it seemed  
19 that if the settlement was accepted, that there may be  
20 people that wouldn't have the same recourse if -- after  
21 the settlement.

22 Q. What do you mean by that?

23 A. It seemed that it exclude -- well, that it was  
24 very -- like, that it was very broad; that it -- that if  
25 it indeed was settled, that -- that I guess just that,

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1 that it seemed that it would exempt people from having  
2 any future recourse.

3 Q. Recourse from what is what I don't understand.

4 A. Well, the same kind of thing that I'm going to  
5 possibly contend with, you know, that if they didn't  
6 know that this was something that was happening, and  
7 then they, at some point, went to, you know, sell their  
8 vehicle or something, you know, similar, like what  
9 -- what sort of recourse would they have? You know, it  
10 seemed that was making Toyota, you know, not liable for  
11 that, in a sense, in the future. And that, to me,  
12 didn't seem fair on a broad level, not just for myself.

13 Q. And so what you're talking about is -- is the  
14 possibility that the -- the nature of the frame might  
15 negatively impact the resale value; did I get that  
16 right?

17 A. For me specifically, yes.

18 Q. Okay.

19 A. And how it might affect others later. I don't  
20 know if it's just resale, but, yeah, I mean there could  
21 be other -- other issues that I'm not aware of that  
22 could negatively impact, you know, other people.

23 Q. Do you have any rust on your Tacoma?

24 A. I'm not aware of that, meaning I haven't seen  
25 any.

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1 Q. Okay. Nobody's told you you've got rust on  
2 your Tacoma?

3 A. No.

4 Q. Do you intend to bring your Tacoma in to get  
5 it inspected under the settlement?

6 A. I do, yes.

7 Q. Why are you going to do that?

8 A. Well, so that I can find out if -- obviously  
9 if it's -- if there's any current or expected issues  
10 with it.

11 Q. Do you know what particular portions of the  
12 Toyota vehicles are subject to the rust that's at issue  
13 in this case?

14 A. From my understanding it's just -- it's the  
15 entire frame.

16 Q. Under what situations do you think class  
17 members should be entitled to a replacement frame?

18 A. I don't know. That's, I think, too specific  
19 for me to answer.

20 Q. Do you think there should be a sizable hole in  
21 the frame before they get an entirely new frame, or do  
22 you have any thoughts on that?

23 A. I haven't really thought about it. I think,  
24 you know, as a -- as a -- you know, as a builder, you  
25 know, being in the profession that I'm in, I -- I don't

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1 necessarily look at things as -- like I don't see -- if  
2 there's a problem with something -- I mean, obviously if  
3 there's a gaping hole in a foundation or something, then  
4 I -- that's obvious. But I also look at conditions that  
5 would -- that would create a problem, future problems,  
6 and I try and build things that -- knowing what those  
7 future problems could be or future issues. So I think,  
8 you know, from -- from my perspective, that there could  
9 be an issue is enough to warrant concern.

10 Q. And by "could be an issue," what do you mean?  
11 A one percent chance? A 90 percent chance?

12 A. Well, I don't know if there's a percentage so  
13 much as just that if the -- if the conditions are such  
14 that an issue could arise, meaning if it was that the  
15 frame wasn't protected properly, if it wasn't  
16 manufactured properly, if it wasn't the proper steel or  
17 the proper, whatever, then that could -- there's a  
18 future potential for issue.

19 And I don't know what the percentage is, but,  
20 you know, if it wasn't done correctly, there's a much  
21 higher propensity for an issue later, and that's why I  
22 was making the analogy to building. Like if I build it  
23 correctly in the beginning, the chances of something  
24 happening are far less than if I built it incorrectly.

25 Q. And when you, as a builder, built cabinets

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1 let's say, you don't warrant them forever, do you?

2 A. No.

3 Q. Are you a -- you're not a metallurgist, are  
4 you?

5 A. No. I've worked with metal, and I know some  
6 of the properties of metal, but I'm not by any means an  
7 metallurgist.

8 Q. Or expert in metallurgy?

9 A. No.

10 Q. Are there any things about the settlement that  
11 you do like?

12 A. It's sometimes difficult to cut through all  
13 the legalese to find the specifics of what is -- what I  
14 dislike or like. I wasn't necessarily reading it or  
15 looking at it to find out what I -- what I disliked,  
16 but, you know, I guess the -- the dislikes became -- or  
17 were -- became more evident than the likes. I -- so off  
18 the top of my head, I can't -- I can't really say what I  
19 -- what I liked about it. I do like that it was being  
20 brought to light.

21 Q. That the -- that the issue was being brought  
22 to light?

23 A. Correct.

24 Q. You'd agree providing for inspections is a  
25 good thing, right?



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1           A.    I agree that is good thing, yes.

2           Q.    And providing replacement frames, if there's  
3 an issue with holes in the frame, that's a good thing,  
4 right?

5           A.    Yes, it's a good thing to replace the frames.  
6 I -- I think one of the things I take issue with on some  
7 level around frame replacement is, you know, same thing  
8 I would say, again, if I made analogy to building, it's  
9 taking apart something I built to replace the innards  
10 and then putting it back together. To me it's -- it's  
11 not -- it's different than building it in the beginning  
12 from the ground up. You -- just not everything goes  
13 back together the same always.

14                So, you know, the frame replacement, while  
15 it's a good thing, I -- I don't know personally if I  
16 would feel at ease with the frame replacement if I were  
17 going to keep the vehicle. It just -- yeah, it's just  
18 on a very practical level, you know. And again, I don't  
19 -- I don't know vehicles the same way I know building,  
20 but it's just not an ideal way to approach something is  
21 to have to take it all apart and then replace one part  
22 and put it all back together, so --

23           Q.    Under the settlement, do you know if they're  
24 replacing just the rusted part or if they're replacing  
25 the entire frame?

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1           A.    That wasn't clear to me, or at least I -- I  
2    didn't deduce that after reading it.

3           Q.    If the entire frame was being replaced under  
4    the settlement, would that change your opinion? I  
5    assume so, but maybe to what degree?

6           A.    Yeah. I mean, I -- I think that that would be  
7    the right thing to do would be to, yeah, not just piece  
8    it together, but, yeah, to replace the entire frame.

9           Q.    When you bought your 2009 Tacoma, did you  
10   check out the undercarriage for rust?

11          A.    I didn't.

12          Q.    So in your mind, what are ways that the  
13   settlement should be improved?

14          A.    Well, I mean, on -- I don't know if I can  
15   specifically say what I would do to improve it, but I  
16   know that the objection that Mr. Salter prepared  
17   was indicative of I think those things that needed  
18   attention within the settlement, and maybe by bringing  
19   those things to light, it would, by default, improve the  
20   settlement.

21          Q.    What do you mean by "those things"?

22          A.    The objections.

23          Q.    But what -- what in the objections?

24          A.    Well, I think the -- the first objection was  
25   relating to what I had stated prior in terms of the

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1 -- the -- maybe the possible inability for people to  
2 bring -- to -- to hold Toyota responsible in the future,  
3 that this was, again, very broad, and I think exempt  
4 them, in my opinion, very broadly, and so that was  
5 -- that's one piece.

6 And the other objection was the seemingly  
7 disproportionate fees that would be accepted by those in  
8 this case. That did not seem proportionate to, in the  
9 moment, what damages were incurred by Toyota. So, you  
10 know, I'm all for people getting paid their fair value  
11 and what something is worth, but it -- it just seemed  
12 disproportionate.

13 Q. Anything else?

14 A. Yeah. Again, the -- no. At least not that I  
15 can think of in the moment.

16 Q. The first one was, in your mind, the inability  
17 of class members to hold Toyota responsible in the  
18 future, and by that, again, you mean for rust issues?

19 A. Correct.

20 Q. -- right?

21 How far in the future should, in your mind,  
22 class members have the right to hold Toyota responsible?

23 A. Well --

24 Q. I mean, it's a 30-year-old car. I assume you  
25 don't think --

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1 A. Yeah.

2 Q. -- that that's a gripe?

3 A. No. I mean, you know, mine is I'd say less  
4 than ten years old, so, you know, as a builder, you  
5 know, I -- I'm responsible for -- for my product for  
6 minimum ten years. I mean, I think I take greater  
7 personal responsibility and -- and -- you know, with my  
8 products, but that's a statute of limitation as far as,  
9 you know, something on a personal level.

10 But, yeah, I think -- I don't know what that  
11 time frame would be, but it seems that, from what I can  
12 understand, again, not understanding all the legalese,  
13 but it seems as though, if one doesn't opt out of the  
14 settlement, that they are, on some level, opting in.  
15 And to not know about the settlement and not to be able  
16 to opt out for a future issue seems -- again, seems to  
17 be -- again, I guess too broad.

18 Like I would -- it would just be really, you  
19 know, a huge bummer if I were to have found out about  
20 this later, and, by default, was included in this and  
21 -- and then had issues or, again, loss of, you know, the  
22 ability to settle for the value, blah, blah, blah.  
23 Like, granted, "blah, blah, blah" wasn't maybe  
24 appropriate terminology, but, you know, there's lots of  
25 obviously things that could -- could happen.

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1           And it was, you know, kind of a bit disturbing  
2   to see that that was -- from my understanding -- that  
3   people wouldn't have future recourse, you know, for a  
4   legitimate issue.

5           Q.    So your Tacoma is eight years old, right?  
6   Around eight years old?

7           A.    Yeah, I guess seven to eight, yeah.

8           Q.    And so you -- you think people should have at  
9   least eight years in order to hold Toyota responsible  
10  for the frame, right?

11          A.    I don't know if eight years --

12               MR. SALTER:  Objection.  I don't think  
13  that's -- I didn't hear that in his response.

14               MR. O'REARDON:  It was a question, yeah.  
15  Sorry.

16  BY MR. O'REARDON:

17          Q.    So do you think class members should have at  
18  least eight years from the time their vehicle was  
19  manufactured in order to hold Toyota responsible for the  
20  frames?

21          A.    The number eight doesn't -- isn't necessarily  
22  something that I would say.  Yeah, again, I don't have a  
23  specific number, but I would say, yes, at least eight,  
24  because that's where I'm at right now.

25          Q.    Right.

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1           A.    But, yeah, I -- I don't know the specific  
2    number.

3           Q.    How about ten years; is that reasonable?

4           A.    Ten years seems -- seems reasonable.  Again,  
5    based on my own experience of warranty and  
6    responsibility, but --

7           Q.    Eleven years, does that seem reasonable?

8           A.    I don't know anything -- anything over ten.  
9    Maybe, you know, I think it would have to be very  
10   specific.  Ten seems reasonable.

11          Q.    So maybe the outer limit is 12, so anything  
12   over 12 is where it doesn't seem as reasonable to be  
13   able to hold Toyota responsible for the frames; is that  
14   fair?

15          A.    Yeah, that sounds fair.  I mean, from my own  
16   experience.

17               MR. SALTER:  I'm sorry, would you repeat that  
18   question for me, please.  I'm trying to --

19               MR. O'REARDON:  The reporter can read it back.  
20               (Record read by the reporter.)

21               MR. SALTER:  So I -- just to be clear, I --  
22   Tommy, you -- the settlement calls for free up to  
23   12 years, so are you asking -- I can't -- I can't really  
24   understand.  Are you asking him if that's enough  
25   coverage or should it be more or is that -- is that the

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1 way this question is going?

2 MR. O'REARDON: You can -- you can ask  
3 questions at the end if you'd like. I'm sort of on to  
4 the next topic now.

5 MR. SALTER: Okay. Okay.

6 BY MR. O'REARDON:

7 Q. So your Mercedes Sprinters, did you check  
8 them, the underside, for rust?

9 A. No, I haven't checked the underside for rust.

10 Q. The Mazda3 that your family owns, did you  
11 check the underside of that for rust?

12 A. No. I'd hope there's none after two years.

13 MR. O'REARDON: I'm going to have you mark as  
14 Exhibit 2 the subpoena for today's deposition.

15 (Exhibit 2 was marked for identification.)

16 BY MR. O'REARDON:

17 Q. You can take a look. It's Exhibit 2 in front  
18 of you.

19 A. Mm-hm.

20 Q. It's the signed subpoena to appear at today's  
21 deposition.

22 A. Mm-hm.

23 Q. Have you seen this document before?

24 A. I have it right here.

25 Q. And then the very last page of Exhibit 2, it's

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1 something you probably have not seen. It's called a  
2 "Proof of Service."

3 A. Mm-hm.

4 Q. It says that on March 29, 2017, in the  
5 morning, you were served with a copy of this subpoena.  
6 Does that sound right?

7 A. It seems appropriate, yeah, it seems --

8 Q. That was a Wednesday.

9 A. Yeah. I don't know the exact day, but --

10 Q. And you were served with the subpoena at your  
11 office address on 1st Street; is that right?

12 A. Correct.

13 Q. All right. If you turn to the third -- it's  
14 the third page of this document. It's the document  
15 request.

16 A. Mm-hm.

17 Q. We're on Exhibit 2. Document Request 1 seeks  
18 a copy of the title to your Toyota vehicle. Do you see  
19 that?

20 A. I do see that.

21 Q. Did you bring a copy of your title today?

22 A. No. Actually, I totally forgot it. I  
23 intended to, but I went into my office this morning with  
24 that intention and didn't get it.

25 Q. So you had reviewed these document requests



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1 prior to the deposition?

2 A. I did, yeah, and -- yeah. Sorry.

3 Q. Number 2 is, "All documents and communications  
4 between you and any employee or representative of Toyota  
5 or any vehicle service or repair shop concerning any  
6 inspections or repairs regarding frame rust or  
7 perforation on your Toyota Vehicle(s). These include  
8 service orders, invoices, pictures, complaints to  
9 Toyota, responses from Toyota, and related  
10 correspondence and communications, if there are any."  
11 Do you see that request?

12 A. Yes. And I don't have any.

13 Q. Have you ever had any responsive documents?

14 A. No, not -- not pertaining to the frame.

15 Q. Number 3, the Document Request No. 3, is, "The  
16 written agreement(s) which refers or relates to your  
17 written objection filed in Warner versus Toyota Motor  
18 Sales, Case 15 dash 2171." Do you see that request?

19 A. I do.

20 Q. Did you bring any responsive documents to  
21 that?

22 A. I'm not sure what responsive means, but, I  
23 mean, I have the objection printed out.

24 Q. Do you have a retainer agreement between you  
25 and Mr. Salter?

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1 A. Oh, yes, which I have on my iPad.

2 Q. Okay.

3 MR. SALTER: I take it that retainer agreement  
4 is, you know, privileged.

5 MR. O'REARDON: Yeah. In California  
6 -- California is somewhat unique. There's a California  
7 Business and Professions Code that actually says it's  
8 not privileged, but in other states I would give it to  
9 you. Perhaps in Hawaii it's privileged.

10 MR. SALTER: Yeah. I can provide that for  
11 you.

12 MR. O'REARDON: Okay. Great.

13 MR. SALTER: And I will, Tommy.

14 MR. O'REARDON: During the break, if Mr. Hope  
15 emails it to you, can you forward that along to me or  
16 can I ask him to email it to me directly?

17 MR. SALTER: Sure.

18 MR. O'REARDON: Okay. Thank you.

19 BY MR. O'REARDON:

20 Q. Other than a copy of the subpoena, a copy of  
21 the written objection, what other documents did you  
22 bring with you today to the deposition?

23 A. I just have the settlement printed out or the  
24 settlement -- proposed settlement. Those are the only  
25 three documents that I have.

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1 Q. So you have the --

2 A. The -- yeah, the objection, the settlement and  
3 the subpoena.

4 Q. Okay. So we'll just -- we'll mark those --  
5 we'll take a break here in five minutes and we'll just  
6 mark those as exhibits.

7 A. Okay.

8 Q. You know, this is a good time to take a break.  
9 Let's take ten minutes right now.

10 A. Cool.

11 (Recess taken.)

12 BY MR. O'REARDON:

13 Q. What is a class action, if you know?

14 A. My understanding, it's when a number of  
15 people, maybe one or more, two or more maybe, I -- I  
16 wouldn't know how to say it. Just in laymen's terms,  
17 when a group of people file a suit against a company or  
18 otherwise for -- for a settlement in regards to what  
19 they see maybe as -- as wrongful doing.

20 Q. How did you first hear about this case?

21 A. I honestly don't know exactly how it came to  
22 me. I mean, it -- I may have seen it on Facebook or  
23 something. Yeah, I don't remember the exact point to  
24 which I saw it. Yes, I honestly don't remember.

25 Q. Do you remember whether it was a conversation

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1 with someone that was your first --

2 A. No, I don't --

3 Q. -- experience with the settlement?

4 A. No, it wasn't a conversation. Yeah, I  
5 -- yeah, I wouldn't -- I honestly don't know. I mean, I  
6 have memory of seeing it -- you know, seeing something  
7 come up on maybe on a Facebook feed. I don't know if it  
8 was specifically somebody sending it to me or if it just  
9 came up, you know, in terms of like somebody sharing it  
10 because they knew I had a Toyota. I'm not sure.

11 MR. O'REARDON: Let's go ahead and mark as  
12 Exhibit 3 this document here.

13 (Exhibit 3 was marked for identification.)

14 BY MR. O'REARDON:

15 Q. You've got Exhibit 3 in front of you. It's  
16 one of the documents you brought with you here today,  
17 right?

18 A. Mm-hm. Yes.

19 Q. What's your understanding of what Exhibit 3  
20 is?

21 A. This is the proposed settlement, specifically  
22 for the frame of the Tacoma or Tundra or Sequoia.

23 Q. How did you get a copy of this document here,  
24 Exhibit 3? Was it mailed to you?

25 A. I want to say I just pulled it up. Yeah.

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1 Yeah, I know that I went specifically to a link for  
2 this, so I'm assuming I just pulled it up online.

3 Q. All right. Do you recall whether this  
4 document was mailed to you, a hard copy of this document  
5 was mailed to you?

6 A. No, I don't think a hard copy was mailed to  
7 me. Not that I recall.

8 Q. All right. Do you call receiving a shorter  
9 version of what appears in Exhibit 3 through the mail?

10 A. Mm-mm. No. I just remember hitting a link to  
11 this, and then pulling it up. And, like, link being,  
12 like, specifically to this document. Yeah, so I don't  
13 know if it was on that feed or -- yeah, I honestly don't  
14 know. But I know it was a specific like -- it wasn't  
15 like this document was emailed to me. This -- I  
16 definitely -- that wasn't the case.

17 Q. Okay. Or mailed to you? You don't believe  
18 that was the case, either, that it was mailed to you?

19 A. No. No. I didn't -- this -- the physical  
20 document was -- I don't know if it was this link, like  
21 to the actual frame settlement, that I pulled it up,  
22 but, yeah, it was definitely a link specifically to this  
23 document. Like whether it was a, like, a splash page  
24 that, you know, like an ad or something, I don't know  
25 what it was, but it went right to this.

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1 Q. All right. Did you see this document before  
2 or after you first spoke with Mr. Salter about this  
3 case?

4 A. I saw it before.

5 Q. Exhibit 3, for the record, is a copy of the  
6 long form class notice. Have you reviewed what's in  
7 Exhibit 3?

8 A. I did read it, yes. I mean, to the best of my  
9 ability, meaning, you know, I didn't -- I don't  
10 understand all of the, again, legalese, but there's  
11 not -- it's not heavy with legalese, but I did read  
12 through it, yes.

13 Q. Are there any portions of what's in Exhibit 3  
14 that you don't understand?

15 (Pause in the proceedings.)

16 THE WITNESS: I don't know that there's --  
17 yeah, I don't think there's anything in here that --  
18 yeah, it's -- I guess to be more specific in terms of --  
19 I mean, I wouldn't say that there's anything in here  
20 that I don't understand, but I may not -- like I  
21 -- while I can read it and get it, there isn't -- I  
22 don't necessarily know like -- like the -- how all of  
23 this would pertain to me, I guess, if that makes sense.  
24 Yeah, I don't know if I've phrased that correctly.  
25 BY MR. O'REARDON:

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1 Q. That's okay. What do you mean by how it would  
2 pertain to you?

3 A. That's what I mean. I -- I guess, you know,  
4 in, like, I understand the process, but I don't  
5 necessarily -- you know, I don't know if -- I guess, I  
6 just don't know, like -- yeah, I don't know if I said  
7 that correctly.

8 I don't know if it's a question not really  
9 pertaining to me, but -- I guess, you know -- well, I  
10 guess what I mean is, I don't -- I don't understand the  
11 whole process of what this entails, you know. That's  
12 why I have, you know, Brad representing me, because I --  
13 you know, there's -- I don't know what my -- my -- the  
14 -- my specific rights would be within this, and -- and I  
15 think that's -- that was part of the thing. The general  
16 feeling from this is -- when I say "fairness," like  
17 that's -- that's why I contacted Brad, because it  
18 just -- it didn't feel like -- I wasn't sure that my  
19 rights would be fulfilled or covered within this.

20 And so when you say "understand," like, yes, I  
21 understand it for the most part, but I don't understand  
22 exactly how it pertains to my situation and what my  
23 rights would be so that I just wanted to be sure that I  
24 wasn't relinquishing anything by just letting this  
25 happen.

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1 Q. Now if you don't believe that settlement is  
2 fair, why didn't you opt out of the settlement?

3 A. For the same reason that I would -- that I  
4 stated earlier about -- so maybe I opt out, but what  
5 about the person that didn't opt out? And so I'm -- you  
6 know, I'm thinking of this, not just as an individual  
7 thing, but I -- you know, I wouldn't want -- I  
8 wouldn't -- because for the same reason I wouldn't want  
9 my -- like to relinquish my rights by not knowing about  
10 it is the same reason that I wouldn't want that for  
11 somebody else.

12 Because I've been pretty loyal to Toyota, you  
13 know, 20 years. I mean, pretty much everybody in my  
14 family has Toyota trucks and, you know, I -- I have  
15 quite a -- I mean, 50 people in my circle, you know, who  
16 have trucks, Toyota trucks, so is it my responsibility  
17 to tell all of them? And if they don't find out, maybe  
18 they're adversely affected in the future. So I -- you  
19 know, it's -- it's not out of spite to Toyota. I just  
20 want to be sure that the people in my circle, or greater  
21 that I don't know about, aren't left in the lurches, you  
22 know, so --

23 And again, that's why I stated, like  
24 specifically, this settlement, adversely, positively  
25 affecting me, I don't totally know. But I do know that



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1 what didn't feel fair or sit right with me is that, if  
2 those people out, you know, in the periphery, even my  
3 family, didn't know about this, like, you know, I  
4 wouldn't want to see them affected adversely.

5 You know, and again, I don't know what that  
6 means in total. Like I -- maybe it's -- it's different  
7 for each individual. But this -- from what I can  
8 understand, this is -- once this settlement is accepted,  
9 if they didn't opt out, then what? You know, so that's  
10 -- that's my laymen's concern. And it's why, you know,  
11 at the end of the day, I felt compelled to, you know.

12 Yeah, it's definitely not out of spite,  
13 because, like I said, I mean, I've had pretty much a  
14 lifelong relationship with Toyota, and, you know,  
15 they've -- their vehicles have served me well and my  
16 family, so I don't -- you know, it's -- it's not a --  
17 like nothing -- nothing against Toyota. I just, you  
18 know, something about this just specifically didn't feel  
19 -- feel fair, and so --

20 Q. All right. And that something that didn't  
21 feel fair we've already talked about, right, the  
22 inability to hold Toyota accountable in the future?

23 A. Yeah. Not forever. Like you said, not  
24 30 years. But, I don't know, you mentioned 12 years,  
25 which I think is stated in the settlement and -- or

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1 somewhere, but, you know, maybe 12 years, maybe 15 tops.  
2 I don't know. I know that, because of the longevity of  
3 Toyotas in general, like they run and run and run, and  
4 that's why I've had them, and it's why, you know, the  
5 two vehicles I mainly use, the Sprinter and the Toyota,  
6 are to me equal. Like they -- you know, my Sprinter,  
7 ten years, basic service, no issues. Same with most of  
8 my Toyotas.

9 So, to me, the frame, the body, should, on  
10 some level, match their ability to run. And, you know,  
11 I think 15 years sounds, you know, for, in my being,  
12 sounds normal, fair. You know, I said maybe --  
13 obviously we're at eight. Ten sounds like a minimum.  
14 You mentioned 12 and -- yeah, so, I mean, I -- and I  
15 don't know, at the end of the day, what other people  
16 think is fair, what's right, but I -- I think -- you  
17 know, and it's not for me just the length of time, but  
18 also within, even if it's a shorter length of time, it  
19 seems like that's being -- people's ability to resolve  
20 this issue within a finite period of time seems limited  
21 on some level, from what I can understand.

22 Again, you know, it's not that I don't  
23 understand this, but I don't know all the specifics that  
24 would apply to me and other people.

25 Q. And we talked about earlier the ability to

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1 have your car inspected. That's a good thing, right?

2 A. Absolutely.

3 Q. And the ability to get a replacement frame,  
4 that's certainly a benefit, right?

5 A. Yes. And to that effect, you know, you asked  
6 me earlier if I was a metallurgist or if I knew metal,  
7 and while I don't, I don't know that Toyota dealerships  
8 are either. I'm not saying they don't have the  
9 facilities or the tools to know their vehicles, but one  
10 thing in the settlement was, in regards to Toyota  
11 inspecting it, and if -- and if need be, a second Toyota  
12 dealership inspecting it. I would beg to suggest that  
13 there be an independent party.

14 Q. Why is that?

15 A. Well, it's my feeling that, with something  
16 like this, Toyota may not be impartial to suggesting a  
17 frame replacement if it was costly. And I'm not saying  
18 that it would solely be based on a third-party  
19 assessment, but, you know, for the same reason I  
20 wouldn't -- I mean, it's not that I don't trust them to  
21 fix my car. They built it; they can fix it. I -- I  
22 don't know what basis they would be inspecting and  
23 suggesting for replacement or not. And I'm not saying  
24 that it would be a faulty assessment, but I do think on  
25 some level it might be biased.

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1 Q. Do you think it would be a good thing if there  
2 was objective criteria for when the frame should be  
3 replaced or not?

4 A. Definitely.

5 Q. That would help counteract that bias?

6 A. I think so. I mean, yeah, truly. Same as  
7 when you go to a smog station, they can't do anything.  
8 They just plug it in. Test it. The report goes to the  
9 state. They can't modify it or do anything. That's a  
10 very specific assessment, and I think that this should  
11 have a standard that could be biased.

12 Q. The settlement's provision to provide class  
13 members with a loaner vehicle while their frame is being  
14 replaced, you would agree that's a good thing, right?

15 A. Yeah. It seems like there's a limitation on  
16 that, and it suggests that it would be in good faith or  
17 goodwill or something to that effect. Who judges that?  
18 You know, "We tried, but we couldn't find one, so you're  
19 out for a week or two maybe." That didn't seem fair  
20 either. That it should be an absolute that that's  
21 offered and provided.

22 Q. Do you think Toyota is going to do that?

23 A. I don't know. Not for me to say. I would  
24 hope they did -- or do. I do know that in -- in the  
25 services that I've had performed at Toyota, they haven't

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1 always been willing to do that, even for a basic  
2 service. Or maybe not available. And if something  
3 wasn't available, and somebody had to rent a car or find  
4 alternate means, it didn't sit quite right either.

5 Q. So assuming that they do provide the loaner  
6 vehicle, that is a benefit, right?

7 A. Sure. Oh, I think it was -- I don't know if a  
8 benefit. I think it should be a prerequisite.

9 Q. It's a good thing under the circumstances to  
10 give the customer a loaner vehicle if they're replacing  
11 their frame, right?

12 A. Absolutely.

13 Q. Corrosion resistant compound treatment, do you  
14 know if that's a benefit provided under the settlement?

15 A. I did see that --

16 Q. CRC --

17 A. Yeah.

18 Q. -- is the acronym.

19 A. Acronym, yeah, I did see that. And yes, while  
20 I looked at that, I didn't -- I don't remember the  
21 -- all the -- I was reading through it, kind of trying  
22 to gather what that -- that was in total, and -- and but  
23 I did see that, yes.

24 Q. Would you agree to withdraw your objection if  
25 you knew that the objection was going to hold up all

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1 these various benefits for everyone in the class?

2 MR. SALTER: Objection. I -- I think you're  
3 asking him for a legal opinion here, and I don't think  
4 that's fair.

5 BY MR. O'REARDON:

6 Q. Yeah, I'm not asking from a legal perspective.  
7 I'm asking your personal opinion.

8 A. I would be reluctant to offer my personal  
9 opinion on that question, just because I think that's a  
10 fairly loaded question. I'm not saying that I wouldn't  
11 be willing, if I felt that, you know, that all the  
12 criteria were met and that I, as well -- I mean,  
13 personally, not to put myself solely above the other,  
14 you know, people in the class action, but if I trusted  
15 that -- that I would be taken care of and that I  
16 wouldn't be at a loss and that on some level others  
17 could be -- I -- I don't know if guaranteed is the right  
18 word, because, I mean, there's so many individual things  
19 that can happen. I think that people, too, can abuse  
20 it, so I think that would have to be deemed appropriate.

21 But that I -- you know, I just want to be sure  
22 that -- you know, that the same as my needs would  
23 need -- you know, would need to be met, that others  
24 could be similarly met. And so if the class action, you  
25 know, accounts for that, whatever form that takes, I

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1 would say that's a good thing.

2 Q. So we talked generally about -- about what you  
3 think -- I think what you think your needs are. How  
4 would the settlement be specifically fixed in your mind  
5 to account for these needs?

6 A. There would probably be lots of legalese that  
7 I wouldn't understand to do that. But, you know, on a  
8 very simplistic way, I would -- you know, I -- yeah, I  
9 guess, you know, the things that I stated, like those  
10 concerns, obviously that would just need to be framed,  
11 no pun intended. The requirements would be framed in  
12 such a way that, you know, the people were given the  
13 protection I think they were due.

14 That they -- I think the thing is for me,  
15 like, I put my trust in Toyota. I have for a long time.  
16 This is the first time I felt on some level that -- that  
17 they're -- and again, that's where, like, the general  
18 feeling of fairness comes in. Like, I haven't ever felt  
19 that I've been treated unfairly with a vehicle that I've  
20 had through Toyota, and this is the first time I've kind  
21 of felt that like -- it just didn't feel -- it doesn't  
22 generally feel like they're really looking out for the  
23 interests of all involved. And there's a lot of people  
24 who this would affect, and it seems like this is sort of  
25 a -- you know, in reading it, that there's some need to

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1 like almost sweep it under the rug quickly, and that  
2 didn't feel right.

3 And I kind of felt like on some level I would  
4 expect more from Toyota, given, you know, their presence  
5 in the marketplace and just, you know, the loyalty  
6 that's been established by so many people. So I -- I  
7 don't know if that -- you know, that's -- that's just  
8 kind of speaking from my -- from more of a personal  
9 point of view. Like I would just want to be sure that  
10 Toyota takes care of all those people that have placed  
11 their faith in Toyota, which is, you know, again, like,  
12 every person I know in the trades around me drives a  
13 Toyota, you know, Tacoma, Tundra.

14 And so when I think of myself being affected,  
15 I think of all them, you know. I think of, you know,  
16 the self-employed guy who's, you know, just, you know,  
17 doing the best he can, you know, to run his business and  
18 take care of his family. I mean, I don't know, again,  
19 like if there's any other implications beyond the  
20 ability to sell or, you know, lower resale or whatever,  
21 but if there's any, you know, safety issues for them and  
22 their family.

23 So I just want to be sure that -- that if  
24 something were to happen that, you know, affected  
25 their -- you know, their life, their family, that it



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1 wouldn't be discounted because, you know, "Oops, this  
2 was already settled. You were already allowed this.  
3 You know, you gave up your rights when you didn't opt  
4 out." Well, I didn't know about it to opt out. Well,  
5 then what?

6 So this -- so, again, this is just -- I'm  
7 speaking sort of broadly about how -- where the fairness  
8 issue, why I keep saying, well, it didn't feel fair. I  
9 mean, that's just -- that's just, again, my perspective  
10 as, I believe, a very loyal Toyota -- you know, this  
11 isn't the first truck I've owned, you know.

12 So, yeah, I mean I guess -- you know, so when  
13 you asked me, like, would I -- would I be willing to  
14 withdraw the -- the objection if these were met, well, I  
15 mean, I'm -- this is me. You know, these are some of  
16 the things that I see and would hope to see in the  
17 settlement. But, you know, I would want to be sure that  
18 those were things that the -- that represented others as  
19 well, you know, like -- and it seems to me they would,  
20 but -- so the reason I'm reluctant to say that I would  
21 withdraw it is I would want to be sure that, you know,  
22 that these things are, you know, just things that other  
23 people would -- would agree with.

24 Q. Do you know any other class members?

25 A. Not personally, no.

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1 Q. If -- if a copy of Exhibit 3, that's the class  
2 notice, was mailed to over 90 percent of class members,  
3 you would agree that that's a good thing, right?

4 A. Yes, I would agree that's a good thing.

5 Q. I mean, that gives them the -- what you were  
6 talking about earlier -- the opportunity to know that  
7 you can opt out if you want from the settlement?

8 A. Yeah. But I think that's the thing, that I  
9 don't -- I had to find this. You know, I mean, Toyota  
10 has all my information. I didn't get anything in the  
11 mail saying that this was happening. You know, there  
12 wasn't any recall notice. There was nothing. I mean,  
13 I've gotten recall notices on various things for the  
14 truck, and I've had them taken care of, but I wasn't  
15 contacted by anybody. I had to find this. You know, it  
16 had to come to me. So that's really what I'm speaking  
17 to is that, if they were contacted, if 90 percent were  
18 given the opportunity, sure, that sounds great, but did  
19 that happen or has it happened? I don't know,  
20 personally.

21 Q. Other than this document, Exhibit 3, the class  
22 notice, what other documents from the case have you  
23 reviewed?

24 A. That's it. I mean, aside from, you know, our  
25 objection.

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1 MR. O'REARDON: Let's go ahead and mark  
2 Exhibit 4.

3 (Exhibit 4 was marked for identification.)

4 BY MR. O'REARDON:

5 Q. Exhibit 4 you've got in front of you. It's --  
6 you forwarded me this document during the last break.

7 A. Yeah.

8 Q. It's the agreement between you and your  
9 attorney, Brad Salter, relating to representation in  
10 this case, right?

11 A. Yes.

12 Q. If you could turn to the last page, please?

13 A. Mm-hm.

14 Q. Is that your signature there?

15 A. It is indeed.

16 Q. Is that an electronic signature or --

17 A. It is.

18 Q. -- hand signature?

19 A. Yeah, electronic.

20 Q. And then did you type in that date or did Mr.  
21 -- or did someone else?

22 A. I think I did, yeah. I did on Dropbox. I  
23 mean, it was -- you know, obviously March 2017 was in  
24 there because it was sent in March, assuming I would  
25 sign it relatively soon.

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1 Q. Other than the letter, Exhibit 4, do you have  
2 any other written agreements about your representation  
3 in this case?

4 A. No.

5 Q. So explain to me the process of, you found the  
6 class notice and then you eventually contacted an  
7 attorney. Tell me how that happened?

8 A. Yeah. I saw the settlement. A friend -- I'm  
9 trying to just remember if I -- if I physically saw  
10 anything in regards to pointing me towards Brad on -- on  
11 any of those Facebook feeds or if it was a friend -- it  
12 was a friend of a friend that mentioned Brad. I'm just  
13 trying to think if it was, like, via text or if it was  
14 something that came just directly from Facebook.

15 Yeah, one way or the other, it was either  
16 friend of a friend sending his name to me or seeing it  
17 in a -- in a thread. The same way, but basically, like,  
18 you know, on a Facebook feed. So it was either a text  
19 or via, you know, just a -- like a back-and-forth on  
20 Facebook.

21 Q. All right. Who's the friend of a friend?

22 A. Um, I couldn't tell you.

23 Q. Who's the mutual friend?

24 A. I have several friends that have Toyotas that  
25 -- that were on that thread, and that's why I'm

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1 wondering if they send me a text separately. Yeah, I  
2 -- I mean, I'm not going to give you specific names of  
3 all those people, because I don't know who it was. I  
4 don't want to erroneously say who sent me that. I just  
5 don't know.

6 Q. Okay. But without you committing to it was  
7 that specific person, who all was on the thread?

8 A. I couldn't tell you.

9 Q. You can't name anyone that was on the thread?

10 A. No. I look at Facebook all the time. I don't  
11 know. There's so many people that -- I have  
12 400 friends. I don't know, you know. I mean, I'm not  
13 comfortable saying it was this person or that person,  
14 because I just don't know who was on that thread, so --

15 Q. So it was Facebook, though, you think that was  
16 the initial link to Mr. Salter?

17 A. Yeah, it was -- it was definitely -- like,  
18 this is where this all -- again, like, when I said,  
19 like, that I saw the Facebook feed, I don't know if --  
20 you know, I just -- I have no idea if people send me  
21 something specifically, how it ends up on my feed, like  
22 if someone forwards it to me, or if it just came up on  
23 somebody else's feed. So that's why I'm saying, like, I  
24 don't know specifically in that context where it was  
25 from.

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1 But, yeah, Facebook. And then, you know, who  
2 was on that feed? I mean, I don't know. Twenty people  
3 who have Tacomas. And, yeah, it just wouldn't be right  
4 for me to say that I thought it was one person or  
5 another person. I just don't know. So that -- that's  
6 why I don't want to be specific, because it, you know,  
7 just wouldn't be fair to either myself or them to say  
8 that.

9 Q. What -- what was on this Facebook feed?

10 A. Yeah. From what I remember, it was just --  
11 you know, it was just alluding to this -- you know, to  
12 this settlement and something in regards to frame. And  
13 so I followed it from there, and, you know, found more  
14 information.

15 And, yeah, I don't know if somebody else was  
16 looking to -- like they said it was unfair and was  
17 looking to file an objection. I mean, I don't know if  
18 "file the objection" is the wording that I was thinking  
19 of then, but, yeah, I mean just, I think, alluding to  
20 the fact that it didn't -- you know, that it didn't feel  
21 fair. And yeah, so, I mean, I think there was like --  
22 if felt like there was other sentiment, you know, the  
23 same way I felt.

24 Q. And I'm still missing, though, how you --  
25 eventually how you got to Mr. Salter?

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1           A.    Oh, yeah. I -- I was just -- I think somebody  
2    else -- maybe I -- I don't know if I mentioned something  
3    about, you know, the -- the lack of -- the lack of  
4    fairness around it, you know, or the settlement. And,  
5    yeah, I'm just trying to think of the specifics. Yeah,  
6    I mean somebody just basically -- somebody at some point  
7    threw out his name and suggested that, you know, that he  
8    had dealt with other, I don't know, class actions or  
9    objections. And, yeah, I don't know if there was a  
10   number attached or just a name, but whether I looked it  
11   up specifically and found him or whether there's a  
12   number and I just called him.

13                Yeah, I'm just -- yeah, I'm -- I'm feeling  
14   vague around that. I just -- I think just because I  
15   do -- you know, I look at so many things and I follow so  
16   many threads and am calling so many people every day  
17   within my business and otherwise that, yeah, just -- I'm  
18   feeling a little bit like -- yeah, I don't know that I  
19   can answer that specifically.

20           Q.    Do you know anyone that knows Mr. Salter?

21           A.    No. Well, at least not -- I don't know.  
22   They -- you know, the people that I was -- that I was  
23   talking with, you know, threads, whatever, like I don't  
24   know if they know him personally or not, but, you know,  
25   alls I saw it was -- is -- I just saw it as a

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1 suggestion, you know, or a person. I didn't see, like,  
2 that somebody knew him or was friends with him. It  
3 just -- to me it was just a name.

4 Q. And what was the -- the tone of that message?  
5 You know, contact Mr. Salter for what reason, things  
6 along those lines?

7 A. No, I don't think there was a specific -- at  
8 least not that I remember -- a specific, "Oh, you should  
9 call this guy," or whatever. It just was -- yeah, it  
10 just seemed like a suggestion, like, you know, "Hey, if  
11 you're having any, you know, thoughts or issues about  
12 this, you know, this guy has dealt with other class  
13 action or, you know, objection," whatever. So it just  
14 seemed like -- it was very vague, you know. It wasn't  
15 like, "Oh, here's a number of all these guys. You  
16 should call this guy or do this. He does this." You  
17 know, it was just -- it was just very general. And I --  
18 you know, and I wasn't going to go looking around, you  
19 know, for different people that, you know, would do  
20 this. I just -- you know, it just seemed like path of  
21 least resistance, you know, so --

22 Q. Okay. Do you still have that Facebook feed?  
23 Unless it was deleted, right?

24 A. I don't know, yeah. To be honest, like,  
25 Facebook is -- yeah, Facebook is very elusive you know.



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1 I'll go back looking at my own feeds trying to find  
2 something that I did, it's gone. So I just -- yeah, I  
3 just -- all -- I take it in the moment, you know, like,  
4 if I had to go back and look at something or find a  
5 thread, like -- I don't know. I wouldn't even know  
6 where to start. I'm electronically savvy on some -- on  
7 some realms, you know, but Facebook is not one of those  
8 places.

9 Q. Do you go on Facebook every day?

10 A. No, not every day. I mean, sometimes I'll go  
11 a week without, you know, doing anything. It just  
12 depends on how busy I am and where I am in the moment  
13 and if I have something to say or something to see or --  
14 I have somebody do my Facebook feed for my business.  
15 You know, I just said I don't even want to think about  
16 that. You know, it's just posting things, and it's just  
17 not my -- not my forte.

18 Q. So the first contact with Mr. Salter, was it  
19 by -- your first contact, was that by email? Phone? By  
20 some other means?

21 A. Yeah, I think it was just phone. Like --  
22 yeah, I think I just looked up, like, his name, number.  
23 Yeah, I called him. 95 percent sure that was -- that  
24 was the route.

25 Q. Did he answer the phone?

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1           A.    I don't remember. I don't know if I left a  
2   message or -- yeah, I honestly don't remember. I have a  
3   memory of leaving the message. It could have been  
4   another day, but I don't know if the first contact was  
5   him answering or just leaving a message, yeah.

6           Q.    So the agreement, retainer agreement, is dated  
7   March 25th.

8           A.    Mm-hm.

9           Q.    How much in advance of that was your first  
10   call to Mr. Salter, would you approximate?

11          A.    Oh, I don't know. It's all -- like the last  
12   eight months, because I've been growing my business, and  
13   it seems like a day, so, I mean, maybe a couple of  
14   months. But, yeah, I -- I honestly -- the last --  
15   that's why I don't have a lot of recollection of these  
16   details around contacting and where I saw it and who  
17   said what, because I just -- I mean, things are moving a  
18   million miles a minute for me right now, so I'm just --  
19   I'm pretty much in the moment. But, yeah, so I mean, I  
20   don't know, like, maybe a couple of months, prior.  
21   Maybe we were dialoguing for a while.

22          Q.    Other than Mr. Salter, have you spoken with  
23   any other attorneys about this case?

24          A.    No.

25          Q.    Ever met him in person?

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1 A. Nope.

2 Q. Approximately how many phone calls would you  
3 say you've had with him?

4 A. I don't know. A couple of dozen I guess.

5 Q. A couple dozen?

6 A. Yeah. I mean, maybe. Maybe -- maybe a dozen.  
7 Maybe 15. I don't know, but it just seems like, yeah,  
8 we've talked quite a bit.

9 Q. Do you know Randall Salter in Glendale?

10 A. No.

11 Q. Do you know anyone who's ever objected to a  
12 settlement in a class action?

13 A. Mm-mm.

14 Q. Other than in this case, have you ever  
15 received a notice of a class action that you're a part  
16 of?

17 A. You know, I think I've -- I don't know. I've  
18 gotten little notices in the mail saying that there were  
19 class actions that I could have been involved in and  
20 maybe submitted a, you know, a little form or something,  
21 but, you know, then -- yeah, but, so, minimal. I mean,  
22 you know, it's like each person's awarded \$3 for this,  
23 you know, whatever, bank fee class action or something  
24 like that. But no, nothing significant.

25 Q. Have you heard of Darrell Palmer?

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1 A. Mm-mm. No, I haven't.

2 Q. Chris Bandas?

3 A. No.

4 Q. Mike Kramer?

5 A. Nope.

6 Q. Gay Hopkins [phonetic]?

7 A. No.

8 Q. Matt Kurilich?

9 A. No.

10 Q. Ted Frank?

11 A. Nope.

12 Q. Benjamin Nutley?

13 A. No.

14 Q. John Davis?

15 A. Nope.

16 Q. Kendrick Jan?

17 A. No.

18 Q. Ed Cochran?

19 A. No. I mean, if there's any of those names  
20 that for a moment I might have stopped, like, I mean,  
21 similar names, but no, none of those people I know,  
22 or --

23 Q. The only one where you stopped a little bit  
24 was Mike Kramer. Do you think -- does that name ring a  
25 bell or no?

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1 A. No.

2 Q. No.

3 A. No. The Cochran, I mean, I just like for a  
4 moment thought of somebody Cochran, but --

5 Q. Johnnie Cochran, the attorney?

6 A. Yeah. I just like, yeah, or like Joe Smith.  
7 Like, yeah, I don't know. There's probably -- I know  
8 maybe another Joe Smith, but no, none of those people  
9 sound familiar.

10 (Exhibit 5 was marked for identification.)

11 BY MR. O'REARDON:

12 Q. You've been handed Exhibit 5. Do you  
13 recognize this document?

14 A. I do.

15 Q. What is it?

16 A. The objection.

17 Q. Who wrote the objection?

18 A. Brad Salter.

19 Q. Do you make any edits to it?

20 A. I didn't.

21 Q. If you could turn to the second to last page  
22 of Exhibit 5, the objection?

23 A. (The witness complies.)

24 Q. Is that your electronic signature there?

25 A. Yes.

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1 Q. Did you discuss the content of this objection  
2 with Brad before you signed it?

3 A. No, not before I signed it. I mean, I read  
4 it, and I didn't disagree with anything, so I signed it.  
5 And we've since, you know, gone over some of the details  
6 just in -- as I kind of was looking through it a little  
7 bit more closely and trying to make, you know, a little  
8 bit clearer sense of some of the, again, the legalese.  
9 I -- yeah, I mean I had a few questions for him, but,  
10 you know, nothing that was an objection to the  
11 objection, per se.

12 Just a heads-up, because of the -- my coffee  
13 and my water, I'm needing to go to the bathroom again,  
14 but I'll --

15 Q. Yeah, let me know.

16 A. I can wait a few minutes.

17 Q. All right. If you turn to page four of your  
18 objection.

19 A. Mm-hm.

20 Q. I'm looking at the bottom paragraph. In the  
21 last sentence, your objection says, "The Court should  
22 deny the Settlement and require Plaintiffs to carve out  
23 those individuals from the class definition." Do you  
24 see that?

25 A. Mm-hm.

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1 Q. How does that improve the settlement in your  
2 mind to take people out of it?

3 A. Well, I don't -- again, I'm -- I think -- I  
4 trust Brad's wording in this and why he wrote this as  
5 opposed to myself. Why, specifically, they should be  
6 carved out? I mean, I think there's context above it  
7 saying, you know, who those individuals are and why. I  
8 think it -- you know, it's defined in this, so I -- I  
9 don't really want to add my own perspective on it.

10 I mean, it's not -- it's honestly not up to me  
11 to -- to try and -- you know this wording better than I.  
12 You can make better sense of it, meaning, it's not up to  
13 me to try to explain the objection. I don't want to try  
14 and define it and my own words because, again, like I  
15 don't -- I wouldn't do that justice. I mean, I'd give  
16 it my feelings in my own wording around it, but I'm not  
17 going to try and define the legalese in here.

18 Q. One of the two -- when I asked you for ways to  
19 improve the settlement, you mentioned two things: To  
20 hold Toyota responsible in the future and also  
21 disproportionate fees. What did you mean by  
22 disproportionate fees?

23 A. Oh, I was speaking to the legal fees. I mean,  
24 \$10 million to settle a case in which, you know, they're  
25 having -- I mean, if you -- if -- they had -- if they

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1 send out notices to 90 percent of the -- of the people  
2 involved or should be involved in this class action, I  
3 think those -- and the damage is paid out -- may, in  
4 theory, be closer to the fees requested, the 10 million  
5 dollars-ish for settling this case.

6 But if those -- if the damages paid out, you  
7 know, seem very minimal given maybe the people that are  
8 involved thus far in the class action and -- or could be  
9 with some of the recall or the warranty issues. But I  
10 just -- I don't know. That -- that \$10 million out  
11 -- you know, paid out to the lawyers seems -- seems  
12 disproportionate. And, you know, again, I stated that  
13 I'm all for fair pay and I expect to be paid fairly for  
14 my work, but it just seems disproportionate, as far as I  
15 can tell.

16 Q. In your own personal opinion, at what point  
17 does it not become disproportionate? So the value of  
18 what's given to class members justifies the \$10 million  
19 fee, what's that?

20 A. Oh, I -- I don't know how to base that. You  
21 know, again, I'm going off of like, kind of like scales.

22 Q. Right.

23 A. And I don't know where that sweet spot is  
24 exactly. You know, but I think it has to do, again,  
25 with that, by default, opting in or opting out. Like if



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1 the people don't know about this, and they can't opt  
2 out, and they're, in essence, opting in for what might  
3 just be minimal reimbursement or, you know, handling of  
4 their vehicle, then that seems like those losses would  
5 be kept to a minimum on Toyota's side, in which case,  
6 you know, the lawyer's fees are -- I don't know, they  
7 just seem very high.

8 And I just want to be sure that, you know, if  
9 somebody's going to be paid -- getting paid greatly,  
10 that I want to make sure that the people who are most  
11 affected aren't at a loss. And if -- you know, and  
12 again, I can't say what that is, because I don't know  
13 how many people haven't laid claim and who won't because  
14 of not knowing.

15 You know, the other things I've had warrantied  
16 or dealt with on my truck is because of a notice I got.  
17 Are the notices going to be sent out after the  
18 settlement? And if so, then that's just like -- it's  
19 just very, I don't know if preemptive is the word, but  
20 it just seems very imbalanced.

21 Q. So --

22 A. For lack of a better word.

23 Q. We'll take a break in two minutes; is that  
24 okay?

25 A. Sure. That's fine.

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1 Q. Exhibit 4, so back to that retainer agreement.

2 A. Mm-hm.

3 Q. At the top of the second to last page.

4 A. (The witness complies.)

5 Q. So do you see the part where it says

6 "50 percent of the incentive award"?

7 A. Mm-hm.

8 Q. And you signed this, so you believe that's a  
9 fair deal with your attorney, right?

10 A. Yeah. I mean proportionately I do, yes.

11 Q. So in this case -- in this case, to justify a  
12 \$10 million fee, would a reasonable proportion be if the  
13 class got \$20 million of value, then the attorneys get,  
14 if I did this right, 50 percent of that? Does that seem  
15 fair?

16 MR. SALTER: Objection. It's just not  
17 relevant to this discussion, I don't think, that  
18 analogy, in my opinion.

19 THE WITNESS: Yeah, and -- and to that effect,  
20 I mean, I won't answer that specific question, because,  
21 again, like I don't -- it's -- it's -- it's not up to me  
22 to determine what that -- what those amounts are. I  
23 know that, you know, as far as legal fees, like, you  
24 know, if I was getting -- yeah, I don't know. I don't  
25 want to get into the specifics of this, because, for me,

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1 it's -- it's just a -- I guess it feels -- it just feels  
2 generally disproportionate, and I don't know what -- you  
3 know, I'm not -- I know you compared it to this fee, but  
4 for me personally, this feels -- it's much smaller.

5 So when you're talking about, you know, the  
6 payout and the legal fees, it just feels like, for me,  
7 as a layperson, in talking about, you know, feeling, you  
8 know, that something's unfair, when I saw that, I was  
9 like, "Okay. Well, they're trying to get this settled,  
10 it seems like fairly quickly, and maybe exempting other  
11 people who have, you know, may have greater issue."

12 And -- and, you know, this just this isn't  
13 just about the frame. This isn't just about this  
14 -- this is -- this for me, it feels like -- it just  
15 feels like it's -- and maybe because I learned about it  
16 a little later, I don't know, but it feels like a bit  
17 rushed and it feels like that's trying to happen before.  
18 Maybe other people have the ability to speak, and that  
19 \$10 million seems like a really nice fee to expedite  
20 that process.

21 So, you know, I'm not going to say there's any  
22 wrongdoing, but I just want to be sure that those  
23 -- that -- that the people are represented fairly. If  
24 those -- if that's the fee that's going to be paid. I'm  
25 not saying that fee is -- is -- shouldn't be paid if

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1 people are represented fairly.

2 I don't -- I don't have -- I'm not questioning  
3 anybody's ability to make a living and make money. I  
4 mean, I've heard of other settlements and lawyers  
5 getting, you know, millions of dollars for a settlement,  
6 so I don't have an objection to lawyers getting paid.  
7 It's not -- it's not for me to judge. What I want to be  
8 sure of is that that fee that's being paid to the  
9 lawyers represents the people.

10 BY MR. O'REARDON:

11 Q. And so from your perspective, though, at what  
12 point is it clear in your mind that a \$10 million fee  
13 would be proportionate to the value of what people get?  
14 I mean, at some point -- I mean, we can think of an  
15 absurd example right, where you have no doubt in your  
16 mind. A billion dollars. If they got a billion dollars  
17 of value, I doubt, right, that you would have any  
18 criticism of attorneys getting 10 million, if the value  
19 was a billion; is that fair?

20 A. Well, I mean --

21 Q. I know it's an absurd example, but --

22 A. Well, you know, I don't know that it's totally  
23 absurd, but it's -- it's -- again, I mean, I would want  
24 to be sure that the monies that were -- I mean, maybe  
25 the award was a billion, but with all that, was that

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1 just an award that was being allotted for the eventual  
2 reparations, or was that the actual monies amounts being  
3 paid out? I mean, I don't -- at this point what I guess  
4 what I'm getting at is, I don't -- I don't -- you know,  
5 I don't know how many of the people -- like it took me  
6 awhile.

7 Like I had -- like, I said, I had to kind of  
8 find this. I mean, I didn't go looking for it, but it  
9 appeared, but it wasn't a letter from Toyota. I feel  
10 like I wasn't given the opportunity by Toyota to -- to  
11 agree to this in a sense, you know. And -- and I don't  
12 know how -- what the right way to approach that is or if  
13 there was something else that was done that I'm not  
14 aware of, but it -- it just seems like, knowing how many  
15 people I know in the world who have Toyotas and have  
16 trucks, that it -- it just didn't seem like something  
17 that was, like, that well known.

18 And if that's the case, then, you know, how  
19 much is actually going to be -- how -- how are people  
20 going to be compensated? How -- how will this affect --  
21 you know, like I said, too, it's not like just taking  
22 your car in for a few days and getting the frame  
23 replaced. Like that seems relatively easy.

24 But what does that do to the psychology of  
25 somebody you're selling it to when it's just like --

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1 when you're like, "Oh, the frame was replaced, because  
2 of da da da?" What does that do? Does it say -- it  
3 probably would for me, on some level, make me kind of  
4 go, "Huh." Like -- that's kind of a big thing, you  
5 know, to just take apart the whole car, replace the  
6 frame, da da da da. Like, I don't -- I just don't know.  
7 I never dealt with it, so the psychology of that, like,  
8 how does that -- how does that play out? And how would  
9 that affect somebody down the road?

10 Q. So in your mind, class members should get cash  
11 instead of a frame, or you just don't know?

12 A. I don't know. I don't have a specific like.  
13 I just know that people should be given a bit more,  
14 maybe time and understanding of this before sort of  
15 pigeonholed into one outcome.

16 Q. Okay. So -- so time -- this is where I'm  
17 confused. So time before what though?

18 A. Before settlement. I mean, it seems like this  
19 is kind of fast-tracking.

20 Q. So what would be, in your mind, a fair amount  
21 of time for people to be able to act?

22 A. Well, it depends on what efforts were made on  
23 Toyota's part to let those people know. I mean, if I  
24 felt like I had been given notice of this by Toyota and  
25 this was, like -- and I don't know how that works. I

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1 don't know if that's done in a case like this. But to  
2 have to kind of, again, find it, and what if I didn't?  
3 What if eventually I just had to go with the -- you  
4 know, the generic outcome of this, and what if I didn't  
5 feel, at that point, that it was fair? Like, I would  
6 have already opted in by not opting out.

7 So I feel like that -- again, when I say  
8 pigeonholed, that's kind of what I feel like. It's --  
9 it's not really -- you know, the fact that I found some  
10 -- you know, found it, and doing this is just to bring  
11 to light some of these other concerns that I don't feel  
12 like were addressed in the settlement.

13 Q. So back to my example, the 90 percent thing.

14 A. Mm-hm.

15 Q. So let's assume 90 percent of class members  
16 got -- got the notice of the settlement in the mail  
17 before the objection deadline?

18 A. Mm-hm.

19 Q. In your mind, would that ameliorate your  
20 timing --

21 A. Yeah.

22 Q. -- concern?

23 A. Yeah, that feels -- definitely feels more  
24 fair, absolutely. And -- but, you know, and -- and I  
25 feel like on some level the reason that wasn't done is

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1 because this was kind of, you know, trying to get  
2 fast-tracked or settled before, you know, maybe more  
3 people had a chance to, you know, voice their concerns  
4 or opinions. And hence, my objection.

5 You know, again, it's not to -- you know, this  
6 isn't out of, you know, ill will or spite. It's just  
7 simply, like, I want to be sure that 20-plus years of  
8 loyalty I've given to Toyota that they respect, you  
9 know.

10 Q. What do you personally hope to get out of this  
11 objection?

12 A. I don't have any perspective on that  
13 whatsoever. I don't have any intentions. Definitely  
14 don't have any intentions monetarily. I -- you know, at  
15 the end of the day, there's a few simple things. I  
16 mean, I'm going to be selling my truck at some point. I  
17 want to be sure that -- that I'm not taking a loss.

18 My time is very valuable. You know, I charge  
19 a hundred bucks an hour, you know, when I'm in the shop  
20 or on site or whatever. That adds up quick, you know.  
21 If I have to deal with this in ways that I prefer not  
22 to, that -- that's just my day. Like, I have four kids,  
23 I have a family, I have a business, you know, four  
24 employees. I don't -- I don't have time to burn, you  
25 know. And so I just want to be sure that -- just that



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1 on this -- on this car, this thing that I've invested,  
2 you know, after tax, license, interest, blah, blah,  
3 blah, you know, 35,000 in to, that I'm not giving that  
4 away at some point, you know, I --

5 So having said that, I just want to feel like,  
6 at the end of the day, that, you know, that if there is  
7 any issues or if there's issues that people have when I  
8 go to sell it, if it -- you know, the frame was or  
9 wasn't replaced, then, you know, I just want to be sure  
10 that that's not -- that I'm not compromising at that  
11 point. And that also other people don't have to  
12 compromise, because they've put their faith in these  
13 vehicles as well.

14 Q. But so you -- for you, personally, though, how  
15 would you fix the settlement to make sure you don't  
16 compromise?

17 A. I don't know that -- I mean, again, there's  
18 some expression in the objection: How -- what I would  
19 do differently? I've expressed a few things as far as  
20 like the -- the -- going back to the fairness issue.  
21 That, you know, that people have -- that know that  
22 they're getting their vehicle inspected, that they know  
23 and trust that -- you know, I've lost a little bit of  
24 faith in that trust, just by kind of seeing how this is  
25 -- you know was proposed and -- and going to be dealt

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1 with, so I would want to really trust that that was --  
2 that my vehicle was seen objectively, and was, like, you  
3 know held to a standard, a scientific standard. Not  
4 just a visual, like, "Oh, it looks good to me," you  
5 know, but that I can trust that it was going to be the  
6 same at every inspection point. That it was going to be  
7 a fair outcome. So that -- that to me, you know,  
8 feels -- I feel like I would want that to be addressed.

9 I don't know if there's maybe some cash value  
10 that's assumed for the year of the car, the potential  
11 difference in resale, yeah. And then maybe some -- you  
12 know, some of the time that it took people to, you know,  
13 have to deal with this in terms of just the physicality,  
14 you know, being without their vehicle for "X" amount of  
15 time, driving a loaner, making sure that the loaner was  
16 given, not, like a good-faith effort. You know, so  
17 there's just things that -- that -- you know, some  
18 elements that feel, like, not well addressed.

19 And, you know, I -- at the end of the day,  
20 it's not, you know, that I'm -- you know, the same thing  
21 that's -- that's stated, you know, in this agreement,  
22 that, you know, I -- I don't necessarily want to, you  
23 know, put just my needs above the needs of all else, of  
24 all others. But, you know, I -- and I would need to  
25 consult with Brad to, you know, get kind of his opinion

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1 on this as well.

2 But -- and, you know, but what -- I guess  
3 what -- you know, I -- but I still -- you know, we're  
4 all kind of selfish on some level. I want to be sure  
5 that -- that I'm taken care of in terms of my own  
6 vehicle. And that's kind of -- obviously that's an  
7 important piece as well. I'm not discounting that --  
8 those needs of others, but, you know, I do want to be  
9 sure that if -- you know, if -- yeah, I don't know. I  
10 think that's kind of --

11 Q. And so you don't think getting a new frame on  
12 your own vehicle would satisfy those own personal needs?

13 A. I just -- I just don't know yet. Like, I  
14 don't know if that's -- and I say that because I don't  
15 know -- you know, I just don't know the eventual outcome  
16 of that in relation to selling my vehicle. And if  
17 somebody else has an objection to that, you know, to  
18 like, "Oh, your frame was replaced? No. Sorry. I'm  
19 going to go get -- buy a vehicle year that doesn't have  
20 anything to do with that," and blah, blah, blah, you  
21 know. Like -- I -- I just don't know what that outcome  
22 might be, so I just want to -- I think that there's --  
23 you know, I haven't really gotten too into this with  
24 Brad, but I just want to be sure that -- that by, you  
25 know, by accepting just that, that there's not something

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1 else that I'm relinquishing, you know, and some eventual  
2 loss.

3 Q. What can be fixed about the settlement where  
4 you would be willing to withdraw your objection if it  
5 was fixed?

6 A. I think I'd need to speak with Brad more about  
7 that.

8 Q. Do you have any personal opinions about that?

9 A. I think I've expressed a fair amount of those.  
10 I don't know if it's worth reiterating again.

11 MR. O'REARDON: Let's go ahead and take a  
12 break.

13 THE WITNESS: Cool.

14 (Recess taken.)

15 BY MR. O'REARDON:

16 Q. Your 2009 Tacoma, what cab model is it; do you  
17 know?

18 A. Four-door.

19 Q. Do you know what the engine is on it?

20 A. V6.

21 Q. Do you know what liter?

22 A. Hm, yeah, I'm not -- I'm drawing a blank right  
23 now. I did -- I do, but I can't remember.

24 Q. Going back to the Facebook feed that  
25 eventually got you to Brad. Are you willing to tell me

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1 any of the names of anyone? You can throw in the caveat  
2 that you have no idea whether it was that specific  
3 person that linked you with Brad.

4 A. I just -- you know, again, like I have  
5 friends on Facebook, and -- and I know they have  
6 Toyotas, but were they anywhere in there? I honestly  
7 don't know. Like when I go on -- I mean, I could have  
8 been taken to a friend of a friend of a friend of a  
9 friend via a feed, you know. So I'm just saying, like,  
10 I just couldn't do that. I couldn't do that and know  
11 that they had anything to do with it, you know. So if  
12 I -- I felt that that person did or a person that I know  
13 that I'm friends with on Facebook that was part of that  
14 feed, then yes.

15 But I could have started at their feed and  
16 went to another feed and started talking to a -- or not  
17 talking, but, you know, just like saw somebody else  
18 posting, you know, it just goes so far that I just --  
19 like I said, in good faith, I can't do that. I just --  
20 I might be saying something -- saying a name that hasn't  
21 -- that had nothing to do with this at all, so I just  
22 wouldn't want to get somebody involved that, you know,  
23 that I wasn't absolutely sure was -- I could give you a  
24 long list of people I know with Toyota Tacomas, though,  
25 that should be involved in this, if they're not already.

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1 Q. Do you know for sure if they're class members  
2 or not?

3 A. I don't.

4 Q. Do you know what makes somebody a class member  
5 or not?

6 A. Well, I mean, I would start with a Tacoma, and  
7 I would start with -- you know, I have a general sense  
8 of models and years based on body styles, because I've  
9 had enough and seen enough. But, I mean, I know, you  
10 know, after reading the -- the years of the Sequoias and  
11 the Tacomas and the Tundras that, you know, I could  
12 easily reference that. But, again, that's why I kind  
13 of -- you know, I haven't made any kind of  
14 broad-sweeping announcements about it, just because, you  
15 know, I -- yeah, I don't know. I guess that's not  
16 something I typically do and have done and maybe even  
17 will do, so.

18 MR. O'REARDON: That's all I have for right  
19 now.

20 MR. CHANG: I have a couple of questions.

21 THE WITNESS: Okay.

22 EXAMINATION

23 BY MR. CHANG:

24 Q. Can I call you "Chem-il," is it?

25 A. "Ja-meal."

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1 Q. "Ja-meal." I'm David Chang. I haven't had a  
2 chance to speak very much at this deposition yet, but I  
3 represent Toyota in this matter. And I just have a  
4 couple of follow-up questions about some of the things  
5 that you've already been asked.

6 So generally speaking, we've asked you several  
7 times about, you know, what would be a reasonable  
8 settlement here, what could be added. And I don't know  
9 if I've quite understood it, so is there anything that  
10 we or that Toyota could add that would satisfy you in  
11 terms of the settlement that would make you withdraw  
12 your objection?

13 A. You -- well, I mean, obviously there's the  
14 things specifically stated in the objection, but in  
15 terms of, you know, withdrawing it, I mean, I think, you  
16 know, I -- maybe I've been a bit vague, but it's because  
17 I don't know specific -- specifically what -- like how  
18 to word it or what -- you know, like how to approach  
19 those subjects. But, you know, and it's why I've been  
20 vague saying just fair.

21 And there may be several things that define  
22 what that is to me, but I just -- I guess I really want  
23 to be sure that -- that people get an objective  
24 inspection and that they are guaranteed an alternate  
25 means of transportation while it's being dealt with;

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1 that if there is any kind of way to project, you know,  
2 loss of value, you know -- which, again, I don't want  
3 to -- you know, that's very broad -- but I don't want to  
4 determine what would -- what would need to be, you know,  
5 addressed or to be -- how to satisfy that.

6 But, you know, that was obviously one of my  
7 first concerns, is like, you know, I'm going to sell my  
8 truck in, you know, four or six months, whatever. Like,  
9 am I going to be -- you know, is it going to be an issue  
10 if I trade it in? Is it going to be an issue if I --  
11 you know, whatever. I just -- whatever that -- you  
12 know, "Oh, well, you know, generally we're seeing a 15  
13 or 20 percent, you know, loss of value," whatever. I  
14 don't know. I'm just saying, like, if there's some way  
15 of defining that and possibly compensating people for  
16 that.

17 Q. So basically you're saying you're looking for  
18 an additional cash portion to this settlement?

19 A. Is that what I'm looking for? I -- again,  
20 like I said before, I've not -- I haven't really thought  
21 of that honestly.

22 Q. Okay.

23 A. I haven't been like, "Oh, what's that number  
24 to me? What do I -- do I want money?" I don't know. I  
25 just want to like -- I want to just know that -- that if



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1 I sell that car, that, you know, that -- that I'm not  
2 going to have any hassles. But also that, you know, if  
3 people that -- that haven't been notified of this, like  
4 surely they will be.

5 And I'm not saying, you know, that that will  
6 all be done prior to the settlement, but I just want to  
7 be sure that if people are, you know, have to deal with,  
8 you know, a warranty or a recall issue that -- you know,  
9 that they're fairly dealt with, and it's not just kind  
10 of a, "Oh, we're just going to replace your frame. It's  
11 no big deal." Like, I don't know.

12 That to me it's, like, again, using the  
13 analogy, like if I build a house, like, I don't want to  
14 go replace the frame. That's -- that's a -- that's a  
15 really -- and maybe I have a different perspective on it  
16 because replacing the frame of your house is really  
17 difficult. You know, maybe it's not such a big deal  
18 with a vehicle. I don't know. I'm just not well-versed  
19 in that.

20 But I just want to be sure that, you know, if  
21 there's some legalese and some laymen's terms that, you  
22 know, give people a little more protection, I guess, so  
23 that, you know, if they do incur a loss, that, you know,  
24 I mean I'm -- there's got to be some reasonable way to  
25 determine that so it's not just some arbitrary, you

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1 know, like, "Oh, you can" -- I don't know. I just --  
2 you know, I -- and I know that part of the settlement  
3 is, you know, there's -- that you have to opt out in  
4 order to have, you know, future recourse basically.

5 Q. So what do you mean by that? I think you've  
6 mentioned future recourse several times here.

7 A. Yeah.

8 Q. And you also --

9 A. I guess I just mean like -- I -- you know, I'm  
10 just not a litigious person, so I don't think that,  
11 like, "Oh, I'm going to sue that person." I don't want  
12 to be sued. I don't want somebody to sue me, but -- but  
13 in order to not do that, I have to be really sure what  
14 I'm building and how I'm building it and the quality.  
15 And, so, when I say "future recourse," I mean, you know,  
16 if somebody has a legitimate claim that -- whether a  
17 safety issue that, you know, the frame failed and  
18 whatever that means, I don't know, but, you know.

19 And then to be kind of pushed into the  
20 category of, like, "Well, we already settled that. You  
21 can't do anything in regards to" -- you know, if you  
22 didn't opt out, you can't -- you don't have any future  
23 recourse around, you know, something that comes up. Not  
24 just around monetary, like, you know, not being able to  
25 sell it for full value or whatever. But what if there's

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1 a safety issue? I mean, what if that, you know, that  
2 comes up? Is that addressed in a different class  
3 action? I don't know.

4 But I just know that I wouldn't want to be --  
5 again, that pigeonhole comes up. Like, I wouldn't want  
6 to be kind of put into this category if I only have this  
7 much recourse, "Oh, that -- you know, that was a -- that  
8 was a safety recall or a whatever, and you were given  
9 notice, so we only have -- we only have responsibility  
10 within this little window."

11 Like, I just -- you know, again, I'm not a  
12 lawyer. I'm not -- I don't know -- I don't manufacture  
13 cars, so I'm just looking at it from, you know, that  
14 perspective of -- again, I mentioned it -- I've had, you  
15 know, 20, 25 years of Toyota loyalty, so I -- I just  
16 want to be sure that -- that I'm seen, and people are  
17 seen, as, you know, as I think for what they are, like  
18 pretty loyal Toyota customers, you know.

19 Q. I just want to confirm. So you bought -- you  
20 said -- you testified that you brought your 2009 Toyota  
21 Tacoma from Marin Toyota in 2012?

22 A. Yes, I believe so.

23 Q. I just want to confirm the dates here, because  
24 I think that's different what your declaration says. I  
25 think your declaration says, on Exhibit 5, if you want

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1 to take a look at it.

2 A. Right. Yeah. I did actually see that later.  
3 I didn't catch that earlier.

4 Q. So which -- I just want to confirm, since we  
5 are -- this is a court document.

6 A. Yes.

7 Q. And we are testifying -- you are testifying  
8 under oath.

9 A. Yep.

10 Q. Which is the correct date?

11 A. Yes.

12 Q. Is it 2012, or is it 2014?

13 A. It is 2012.

14 Q. And you're 100 percent sure that it's 2012?

15 A. Well, hold on a sec. Let me think. I gauged  
16 off the birth of my children, because I know my wife was  
17 pregnant with our -- with our three-year-old right now,  
18 so that was early on, so it would have been -- so she  
19 was born in '14, '15, she's going to be four, so  
20 five years. Yeah, so it had to have been -- yeah, it  
21 had to have been 2012.

22 Q. So you're saying this declaration is  
23 incorrect?

24 A. I am saying that.

25 Q. Okay.

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1           A.    Yeah, and I just actually read this -- you  
2    know, I read it over and over again, but I just last  
3    night caught that and -- so, yes, it's not 2014. It's  
4    2012.

5           Q.    Okay. The questions I had was, so when you  
6    were seeking an attorney to represent you here, I just  
7    want to go over that process again.

8           A.    Mm-hm.

9           Q.    How -- let's -- how many attorneys did you  
10   contact before you settled on Mr. Salter?

11          A.    I didn't -- I just -- basically one call.  
12   That's all. I wasn't seeking -- like, I really  
13   honestly, like, I didn't come from that perspective,  
14   like, seeking an attorney. Like, I was --

15          Q.    How did you find Mr. Salter's contact  
16   information?

17          A.    Like I said, it was -- it was mentioned  
18   somewhere, and that's why I'm just -- I'm trying to be  
19   -- I'm not trying to be vague. I'm -- I can't be that  
20   specific, because, unfortunately, Facebook for me is not  
21   that specific. But somewhere in one of the threads that  
22   I could have gone to -- you know, link, link, link, I  
23   don't know -- somewhere his name came up, and I just --  
24   again, path of least resistance. I wasn't looking for  
25   somebody, but felt compelled to, you know, have my voice

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1 heard and made a call.

2 Q. And you were the one that reached out,  
3 correct?

4 A. Yes. Yeah.

5 Q. And is there any particular reason why you  
6 chose an attorney based in Hawaii?

7 A. No.

8 Q. Did you --

9 A. The location didn't seem to matter.

10 Q. Did you look into any attorneys in the  
11 State of California?

12 A. The what?

13 Q. Did you look into any other attorneys --

14 A. I didn't look into any other attorneys,  
15 period, you know. So this was just, like, again, saw a  
16 name, made a call, didn't really -- yeah, I just didn't  
17 really have any -- any thought process around locale or  
18 -- or who would best, you know, fit this. I just  
19 reached out, had a conversation, seemed fine after  
20 talking that we could work together.

21 And again, like I wasn't -- I just wanted to  
22 just get a sense for what -- what this settlement meant,  
23 what my rights were, you know, how some of these  
24 concerns I had could be addressed. And, you know, the  
25 suggestion was an objection, and, you know, I -- I think

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1 for the most part, for me, it was just a way to say, you  
2 know, my -- my concerns aren't fully addressed in this,  
3 and -- and I think the concerns of others aren't fully  
4 addressed and --

5 Q. Were those the concerns of the other people in  
6 that Facebook group that you were --

7 A. No, I don't -- I honestly don't remember any  
8 like -- any, like, discourse about, like, you know who  
9 -- like who said what, like fair or unfair. It just --

10 Q. Well, can we take a step back?

11 A. Sure, yeah.

12 Q. So you've referenced this Facebook  
13 conversation several times. Can you describe for me the  
14 parameters of the group who -- was it a group of  
15 specific individuals talking about Toyota Tacoma trucks?

16 A. So it had to do -- I mean, so, again, I  
17 followed kind of -- I saw that there was -- I mean, you  
18 know, when things come up on Facebook, they're just  
19 like -- it's a visual. You know, you see something,  
20 Toyota, da da da da da, and that was -- you know, again,  
21 like I don't -- like it's just too -- it's one of those  
22 things that I don't -- I just don't, like, you know,  
23 keep track of, like, what -- where I go on Facebook, I  
24 think like most people don't. So saw something, led me  
25 to another -- maybe somebody's -- somebody's personal

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1 page or somebody's, you know -- or just kind of a  
2 generic link.

3 Q. Did you know the people -- any other persons  
4 in that Facebook group?

5 A. Not that -- yeah, again, that's what I was  
6 saying, like I don't recall who was -- who was saying  
7 anything at that point. It was just, you know, maybe  
8 some comments. And I don't know that it -- I don't -- I  
9 don't -- I just don't remember specifically that there  
10 was anything, like, negative --

11 Q. Was --

12 A. -- per se.

13 Q. Was there any -- was the group specifically  
14 talking about litigation?

15 A. No, I didn't -- no, I didn't -- not that I  
16 remember. There wasn't anything like -- that didn't say  
17 the word litigation.

18 Q. So the group was solely, was it just a Toyota  
19 Tacoma aficionados group?

20 A. That's why -- that's why I -- I'm trying to  
21 be -- like when you asked me about names, like, I -- I  
22 don't -- I just don't know. Like, I didn't keep track  
23 of, like -- you know, I think we've all done it, gone to  
24 Facebook, we press one thing, it leads to another thing.  
25 And then there's comments. Maybe I'll press on a



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1 comment and it will lead to something else. Like I  
2 just -- that path, I don't remember.

3 Q. Well, I think it was just -- it's just  
4 uncommon for people to go to a Facebook group randomly  
5 that's discussing a certain topic and find a lead of an  
6 attorney without there being some discussion of  
7 litigation, right?

8 A. I mean, again, like, I'm not a litigious  
9 person. I don't -- like, I don't see something and see  
10 litigation. So I didn't see words "litigation." I  
11 -- I -- I think the conversation was more -- that's why  
12 I was saying, like, fairness, like the general --

13 Q. Fairness about what? Fairness about  
14 litigation?

15 A. Just about settlement. No.

16 Q. So is a settlement -- so then the settlement  
17 is in regards to litigation, correct?

18 A. Correct.

19 Q. So there was discussion on the Facebook forum  
20 about this current litigation, correct?

21 A. About the settlement, yes. So if you want to  
22 refer to it as litigation, yes.

23 Q. And that is how you got into contact with  
24 Mr. Salter, then, correct?

25 A. I -- yes, I saw his name, it came up, and it

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1 had to do with -- yeah, I don't -- I think probably --  
2 you know, I'm -- I'm seeing that there was something  
3 said about making sure that, you know, that -- that  
4 one's --

5 Q. So was it another person in that forum that  
6 referred you to Mr. Salter, or was it Mr. Salter  
7 himself?

8 A. Not referred. Don't -- I mean, that's what  
9 I'm saying. Don't tell me that anybody referred me to  
10 anybody. Nobody referred me. I didn't ask. Nobody  
11 said, "Go talk to this person," whatever. That wasn't  
12 it. It was, like, there was general talk, comments, and  
13 then his name, like, so --

14 Q. Were there any other attorney names that were  
15 provided in that forum?

16 A. No. If there was, I may have called somebody  
17 else. But it was just -- it was a name and saying  
18 something, you know, that this person has maybe been  
19 involved with, you know, other -- you know, other  
20 settlements as such, you know, whatever, the class  
21 action. It just was very vague. And I just took that  
22 as like kind of with a grain of salt. Like I wasn't  
23 looking. I wasn't -- I knew that I had -- had concerns  
24 that wanted to be expressed, so I just made a call.

25 And it wasn't -- you know, I wasn't like, "Oh,

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1 I'm going to go do this because," you know. Again, like  
2 that litigious piece, like, I -- I wasn't looking for  
3 anything. I was -- I was specifically just wanting to  
4 talk to somebody about these -- the rights of people  
5 within the settlement. I just --

6 Q. So --

7 A. -- wanted to be sure that those rights were  
8 being --

9 Q. So Mr. Hope, I'm assuming, just based on the  
10 passion that you've testified today about, this is a  
11 very important issue to you that you care a lot about,  
12 correct?

13 A. I don't know. It's become a little bit more,  
14 I guess, as I become more involved with it. Like, I  
15 wasn't passionate about it when I saw it. I was just  
16 concerned because I have a Tacoma and --

17 Q. And would you say that you're pretty  
18 researched on this issue here? It seems like you read  
19 about the Tacoma and read about this litigation quite a  
20 bit.

21 A. No. I mean, just this, you know. Just the  
22 settlement offer.

23 Q. Okay.

24 A. And -- and my own experience in owning Toyotas  
25 and what that means to me and what I would hope it

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1 -- how I would want to be treated in something like  
2 this, and how I hope others are treated.

3 And it's, again, I may say fairness, because  
4 that's what I feel. Like, I just want everybody, all  
5 the people that I know that have been super loyal to  
6 Toyota all these years, I just -- I don't want to see  
7 them adversely affected by this, you know, monetarily or  
8 otherwise, you know, safety wise.

9 Like, I don't -- I don't know. I know that if  
10 -- if -- again, using this analogy of building. Like if  
11 I don't build something strong that -- and if I don't  
12 secure it correctly, whatever that may be, and it could  
13 be that I think I'm securing it correctly, but because  
14 the substrate isn't strong enough, that there could be a  
15 safety issue, and --

16 Q. Well, it seems like you're a very -- you're a  
17 very diligent person, right?

18 A. I try to be.

19 Q. So you've done your due diligence quite  
20 frequently. But it seems like -- but in picking an  
21 attorney to represent an issue that you care so deeply  
22 about --

23 A. I didn't know then, you know what I'm saying?

24 Q. -- you -- you just made one phone call?

25 A. I don't -- I don't go out looking -- I don't

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1 go out looking for an attorney, ever, you know. I've  
2 never done -- didn't -- wasn't passionate about this. I  
3 just wanted to make sure that my rights were seen and  
4 taken care of.

5 I -- I don't shop around. I know -- like,  
6 with the Toyota, I don't go shopping around. I just go  
7 buy it. Because that, like, to me seems like the right  
8 thing. It's -- I -- there's -- I trust that. I trust  
9 that I'm making a decision based on the right thing in  
10 front of me. You know, I'm not saying that I'm not --  
11 that I don't do some due diligence and make sure that  
12 I'm getting a good deal, whatever, but I -- you know, in  
13 buying a car. But I'm not -- like, I wasn't shopping  
14 around. I wasn't going and looking for somebody. I  
15 just -- you know, the name came up. I'm like, "Oh, I'll  
16 just give him a call. I'll see if, you know, there's --  
17 that he has -- if he has any thoughts about what this  
18 means." What -- if -- you know -- if -- if he feels,  
19 like -- because, I don't know, objectively I felt  
20 something, but maybe I'm just the only one. I don't  
21 know.

22 I'm not -- you know, I was kind of looking for  
23 somebody to tell me, like if I'm maybe off-kilter, like,  
24 feeling this, seeing this, or if there's some relevance  
25 to what I'm thinking or feeling. So he seemed to

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1 acknowledge there's some relevance and, you know, here  
2 we are today.

3 So passionate, I don't know. I mean, I'm -- I  
4 don't know if I'm passionate about this. I just, I  
5 care. And I care about my own car, my own family's  
6 safety, so I just want to be sure that other people are  
7 -- are taken care of in that way and -- and respected.  
8 And I -- you know, I -- maybe this happens every day. I  
9 don't know. But, for me, like, this is -- it seems  
10 significant enough.

11 If you -- you know, the leaf spring recall.  
12 Oh, just a leaf spring. Not that big of a deal. The  
13 frame, yeah, it's a pretty big deal. I mean that, to  
14 me, is like -- again, you know, from what I do, a frame,  
15 the frame, is the most important part, the  
16 foundation/the frame. So this is -- seems to me a  
17 bigger thing, and maybe people's lives are at stake, you  
18 know. I don't know. But so I'm concerned.

19 You use the word "passionate." No, I'm not  
20 passionate. If I was passionate, maybe I would have  
21 called 20 different attorneys and found the person that  
22 was going to give me the most money or whatever, but  
23 that's not why I did this. I just wanted to be sure  
24 that -- that -- that my voice was heard, my objections  
25 to the settlement, you know.

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1           And again, like, I think that for me this was  
2           just a way of saying, "Hey, you know. I don't want you  
3           to determine my -- you know, by sort of closing the door  
4           at some point fairly soon, that I have no recourse, if  
5           -- if something happens later."

6           And what -- again, I know I've used the word  
7           "recourse," and I've explained kind of what that means  
8           to me. It just -- it -- it just means having, you know,  
9           some future rights that -- that aren't signed away too  
10          quickly.

11          Q.    You mean future rights to sue, correct?

12          A.    If that -- I guess. Again, having never sued  
13          anybody --

14          Q.    Because the --

15          A.    -- so I don't know.

16          Q.    So when you say "preserve your rights," you're  
17          referring to preserve the right to sue Toyota at a later  
18          date, correct?

19          A.    No. You're saying that. I didn't say that.  
20          I don't -- I don't know. I just want to preserve my  
21          rights. I don't know.

22          Q.    Preserve what type of rights?

23          A.    I don't know.

24          Q.    Okay.

25          A.    I'm going to leave it at that. I'm not going

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1 to -- I don't want you to put words in my mouth, so --

2 MR. CHANG: Okay. That's all I have.

3 MR. O'REARDON: Brad, did you have any  
4 questions?

5 MR. SALTER: You know, just for clarification.  
6 I want to let you guys know, I am licensed in the  
7 State of California, and I do practice there, so I'm not  
8 just a Hawaii lawyer. So I just want to clarify that  
9 for you, Toyota.

10 EXAMINATION

11 BY MR. SALTER:

12 Q. You know, Cemil, when you build a house, you  
13 know, your foundation is -- you know, is that what  
14 you -- you mentioned earlier, that's kind of the  
15 important part of the house, right?

16 A. Correct.

17 Q. Should that last the life of -- you think that  
18 should last the life of a home, if a home lasts for, you  
19 know, 20, 30, 40, 50 years?

20 MR. O'REARDON: Asked and answered. Go ahead.

21 THE WITNESS: Oh. It is the life of the  
22 house. The frame is the life. It shouldn't last a  
23 life. It actually determines the life.

24 BY MR. SALTER:

25 Q. Right. So with a car, you know, I think you



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1 were alluding to the fact that the frame, you know,  
2 should -- one of the reasons you don't -- that you had  
3 concerns about this is, if a vehicle lasts 15 or  
4 20 years, should the frame last as long? I mean, is  
5 it -- to you, in your mind, you know, should the frame  
6 last the life of the vehicle?

7 MR. O'REARDON: Asked and answered. Go ahead.

8 THE WITNESS: Yeah. And, to me, the frame is  
9 the life of the vehicle. If the frame isn't  
10 structurally sound or is faulty, then there is no  
11 vehicle, in my opinion.

12 BY MR. SALTER:

13 Q. Okay. And the other thing is you guys talked  
14 about, you know, why didn't you opt out? If you were to  
15 have opted out of this claim, you know, do you think  
16 that you would be able to afford an attorney to go out  
17 and pursue this claim?

18 A. Probably not. Not individually.

19 MR. SALTER: Okay. Anyway, that's really all  
20 I have, gentlemen. You know, you guys covered pretty  
21 much everything, so I don't have anything else.

22 FURTHER EXAMINATION

23 BY MR. O'REARDON:

24 Q. Have you heard the time "professional  
25 objector"?

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1 A. No.

2 Q. Did you ever google the term "professional  
3 objector"?

4 A. No.

5 Q. Or serial objector. Have you ever googled  
6 "serial objector"?

7 A. No.

8 Q. Have you ever heard the term "serial  
9 objector"?

10 A. No.

11 Q. Have you every heard of professional objectors  
12 being referred to as remoras?

13 A. No. I don't know what that is.

14 MR. SALTER: What was that word?

15 MR. O'REARDON: Remoras.

16 MR. SALTER: Okay.

17 BY MR. O'REARDON:

18 Q. You mentioned maybe your lives are at stake  
19 with the frame issue -- or safety is an issue?

20 A. Yeah. Safety, yeah.

21 Q. So fixing the frames to prevent those safety  
22 issues is a good thing, right?

23 A. Fixing the frames, yeah, absolutely is a good  
24 thing.

25 MR. O'REARDON: And that's all I have. Okay.

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1 So the transcript is going to be provided on an  
2 expedited basis.

3 Brad, if I could ask that we'll provide you  
4 with a copy of this, and you could sign or not sign  
5 within two days?

6 MR. SALTER: Sure.

7 MR. O'REARDON: And then if you don't sign,  
8 obviously it will be deemed, you know, read and no  
9 changes are necessary.

10 So what we're talking about, Mr. Hope, is that  
11 you'll have an opportunity to read through the  
12 transcript, make any corrections that you believe are  
13 necessary.

14 THE WITNESS: Okay.

15 MR. O'REARDON: Just keep in mind that we're  
16 also allowed to comment on the nature of the changes, so  
17 if all of a sudden an answer goes from "yes" to "no," or  
18 something substantive is changed, we're always -- it's  
19 our right to make comments on those changes. But you'll  
20 have an opportunity to read through it. I'm sure it's  
21 high on your list of to-dos and wants to read through  
22 the transcript. But we'll ask for a copy back within  
23 two days of when we get the transcript from the  
24 reporter.

25 THE WITNESS: Okay.

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1 MR. O'REARDON: Fair enough, Mr. Salter?

2 MR. SALTER: Excellent. Yes.

3 MR. O'REARDON: All right. Thank you again,  
4 everyone, for your time.

5 MR. CHANG: Thank you.

6 MR. SALTER: All right, gentlemen. Thank you.

7 THE REPORTER: Would everyone like a copy of  
8 the transcript?

9 MR. SALTER: No, thank you. Not at this time.

10 MR. O'REARDON: I'll just get an expedited  
11 version.

12 MR. CHANG: Yeah, I'll get one, too.

13 (Ending time: 11:55 a.m.)  
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DECLARATION UNDER PENALTY OF PERJURY

I, Cemil Hope, do hereby certify under penalty of perjury that I have read the foregoing transcript of my deposition taken on April 12, 2017; that I have made such corrections as appear noted herein in ink, initialed by me; that my testimony as contained herein, as corrected, is true and correct.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
at \_\_\_\_\_, California.

\_\_\_\_\_  
Cemil Hope

## Cemil Hope

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## CORRECTION CERTIFICATE

I, Cemil Hope, do hereby certify that I have read the foregoing statement and that, to the best of my knowledge, said statement is true and accurate (with the exception of the following changes listed below):

PAGE            LINE            CHANGE TESTIMONY TO READ AS FOLLOWS:

[illegible]

Cemil Hope

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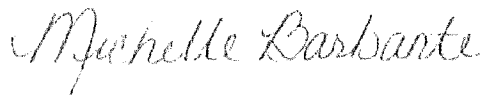
April 12, 2017

REPORTER CERTIFICATE

I, MICHELLE D. BARBANTE, Certified Shorthand Reporter, Certificate No. 12601, for the State of California, hereby certify that CEMIL HOPE was by me duly sworn/affirmed to testify to the truth, the whole truth and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and place herein named; that the deposition is a true record of the witness's testimony as reported to the best of my ability by me, a duly certified shorthand reporter and a disinterested person, and was thereafter transcribed under my direction into typewriting by computer; that request: [ X ] was [ ] was not made to read and correct said deposition.

I further certify that I am not interested in the outcome of said action, nor connected with, nor related to any of the parties in said action, nor to their respective counsel.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of April, 2017.



MICHELLE D. BARBANTE  
Certified Shorthand Reporter #12601

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<b>Exhibits</b>	<b>18</b>	<b>22,000</b>	<b>17:7</b>	<b>46:5</b>
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<b>002-CH</b>	17:22	82:15	8:20	<b>accounts</b>
<b>003-CH</b>	<b>1st</b>	<b>25th</b>	8:59	<b>45:25</b>
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	32:18		<b>account</b>	



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